

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, FEBRUARY 21, 2017 – 6:00 PM**

RON MORRISON
Mayor

ALBERT MENDIVIL
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website www.nationalcityca.gov.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

1. [EMS Update. \(Fire\)](#)

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

2. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
3. [Resolution of the City Council of the City of National City authorizing the City Manager to negotiate and execute a Proposition 1 Storm Water Grant Program \(SWGP\) Agreement No. D1612675 between the State Water Resources Control Board and the City of National City for the Sweetwater River Park Bioretention Project in the amount of \\$1,344,425 and authorizing establishment of corresponding revenue and expenditure accounts.\(Engineering/Public Works\)](#)
4. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Air Quality Compliance Solutions, Inc., DBA; Rely Environmental, for on-call environmental compliance management services, increasing the not-to-exceed amount of the Agreement by \\$50,000, for a total Agreement amount of \\$100,000, and extending the expiration date of the Agreement to June 30, 2018. \(Engineering/Public Works\)](#)

5. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a software maintenance agreement with Cohero in the total not-to-exceed amount of \\$107,120 to support the Northrop Grumman Law Enforcement Records Management System.](#)
6. [Resolution of the City Council of the City of National City, 1\) authorizing the Mayor to execute Program Supplement Agreement No. P036 with the State of California Department of Transportation \(Caltrans\) for the Sweetwater River Bikeway Project to allow for reimbursement of up to \\$25,000 in eligible project expenditures through the Active Transportation Program \(ATP\), and 2\) establishing appropriation of revenues and expenditures \(no local match required\). \(Engineering/Public Works\)](#)
7. [A Resolution of the City Council of the City of National City granting a Quitclaim Deed for an easement to Thrifty Oil Company on a parcel of land due to the previous abandonment of a sewer main \(A.P.N. 570 020 46 00\). \(Engineering/Public Works\)](#)
8. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with EnSafe, Inc. \(who recently acquired E2 ManageTech, Inc.\) in the amount of \\$115,000 to assist staff with obtaining regulatory approvals and implementation of the Property Mitigation Plan for environmental remediation of the Westside Infill Transit Oriented Development \(WI-TOD\) Project site located at 2100 and 2020 Hoover Avenue, and future Park site development located on the west side of Paradise Creek, pursuant to the City's obligation to the former redevelopment agency to carry out the Disposition and Development Agreement by and between the Community Development Commission of the City of National City and Paradise Creek Housing Partners, LP \(Engineering/Public Works\)](#)
9. [2016 Annual Progress Report on the implementation of the Housing Element of the General Plan pursuant to California Government Code Section 65400\(a\)\(2\). \(Planning\)](#)
10. [Investment Report for the quarter ended December 31, 2016. \(Finance\)](#)
11. [Warrant Register #25 for the period of 12/14/16 through 12/20/16 in the amount of \\$1,977,749.29. \(Finance\)](#)
12. [Warrant Register #26 for the period of 12/21/16 through 12/27/16 in the amount of \\$0.00. \(Finance\)](#)
13. [Warrant Register #27 for the period of 12/28/16 through 01/03/17 in the amount of \\$2,316,190.53. \(Finance\)](#)

PUBLIC HEARINGS

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

14. [An Ordinance of the City Council of the City of National City amending Title 16 of the National City Municipal Code by renumbering Chapter 16.09 to Chapter 16.10 and adding a new Chapter 16.09 establishing a Veterans and Military Families Advisory Committee. \(City Manager\)](#)

NON CONSENT RESOLUTIONS

15. [Resolution of the City Council of the City of National City approving a Conditional Use Permit for the expansion of a gas station convenience store located at 1803 Highland Avenue. \(Applicant: Michael Rafo\) \(Case File 2016-17 CUP\) \(Planning\)](#)
16. [Resolution of the City Council of the City of National City approving a Conditional Use Permit for beer and wine sales at Sushi Loco Restaurant to be located at 2220 East Plaza Blvd., Suite C & D. \(Applicant: Jason Kim\) \(Case File 2016-26 CUP\) \(Planning\)](#)
17. [Resolution of the City Council of the City of National City authorizing various Fiscal Year 2017 Mid-Year Budget Adjustments \(Finance\).](#)

NEW BUSINESS

18. [Notice of Decision – Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility at 2735 East 7th Street. \(Applicant: Verizon Wireless\) \(Case File 2016-13 CUP\) \(Planning\)](#)
19. [Temporary Use Permit – Inflatable World hosted by Inflatable World Corporation at Westfield Plaza Bonita Mall from March 4, 2017 thru August 27, 2017 with no waiver of fees. \(Neighborhood Services Department\)](#)
20. [Temporary Use Permit – National City International Mariachi Festival sponsored by the National City Chamber of Commerce at Pepper Park on March 12, 2017. Applicant is requesting a waiver of Fire Department and Police Department fees. \(Neighborhood Services Department\)](#)
21. [Temporary Use Permit – “Ragnar Relay SoCal 2017” running relay race sponsored by Ragnar Events LLC in partnership with the Orange County Child Abuse Prevention Center on April 8, 2017 from 8 a.m. to 6 p.m. with no waiver of fees. \(Neighborhood Services Department\)](#)
22. [Discussion of establishing a policy for the agendaing of councilmember initiated items. \(City Manager\)](#)

23. [City of National City Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2016. \(Finance\)](#)
24. [City of National City's Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2016. \(Finance\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council/Community Development - Housing
Authority of the City of National City - Tuesday, March 7, 2017 - 6:00 p.m.
- Council Chambers - National City, California

The following page(s) contain the backup material for Agenda Item: EMS Update. (Fire)

Item # ____

02/21/17

EMS UPDATE

(Fire)

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # ____

02/21/17

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City Manager to negotiate and execute a Proposition 1 Storm Water Grant Program (SWGP) Agreement No. D1612675 between the State Water Resources Control Board and the City of Natio

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the City Manager to negotiate and execute a Proposition 1 Storm Water Grant Program (SWGP) Agreement No. D1612675 between the State Water Resources Control Board and the City of National City for the Sweetwater River Park Bioretention Project in the amount of \$1,344,425 and authorizing establishment of corresponding revenue and expenditure accounts.

PREPARED BY: Kuna Muthusamy

PHONE: 619-336-4383

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Prop 1 SWGP Grant (Sweetwater River Park Bioretention) - \$1,344,425 (296-409-500-598-6193; 296-06193-3463)
Local Grant Match (Drainage Improvements) - \$99,400 (001-409-500-598-7049)
Local Grant Match (In-kind, City staff project management and administration) - \$50,017

ENVIRONMENTAL REVIEW:

CEQA/NEPA documentation will be prepared and certified prior to project construction.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the City Manager to negotiate and execute a Prop 1 SWGP Agreement No. D1612675 for the Sweetwater River Park Bioretention Project in the amount of \$1,344,425.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Resolution

Explanation

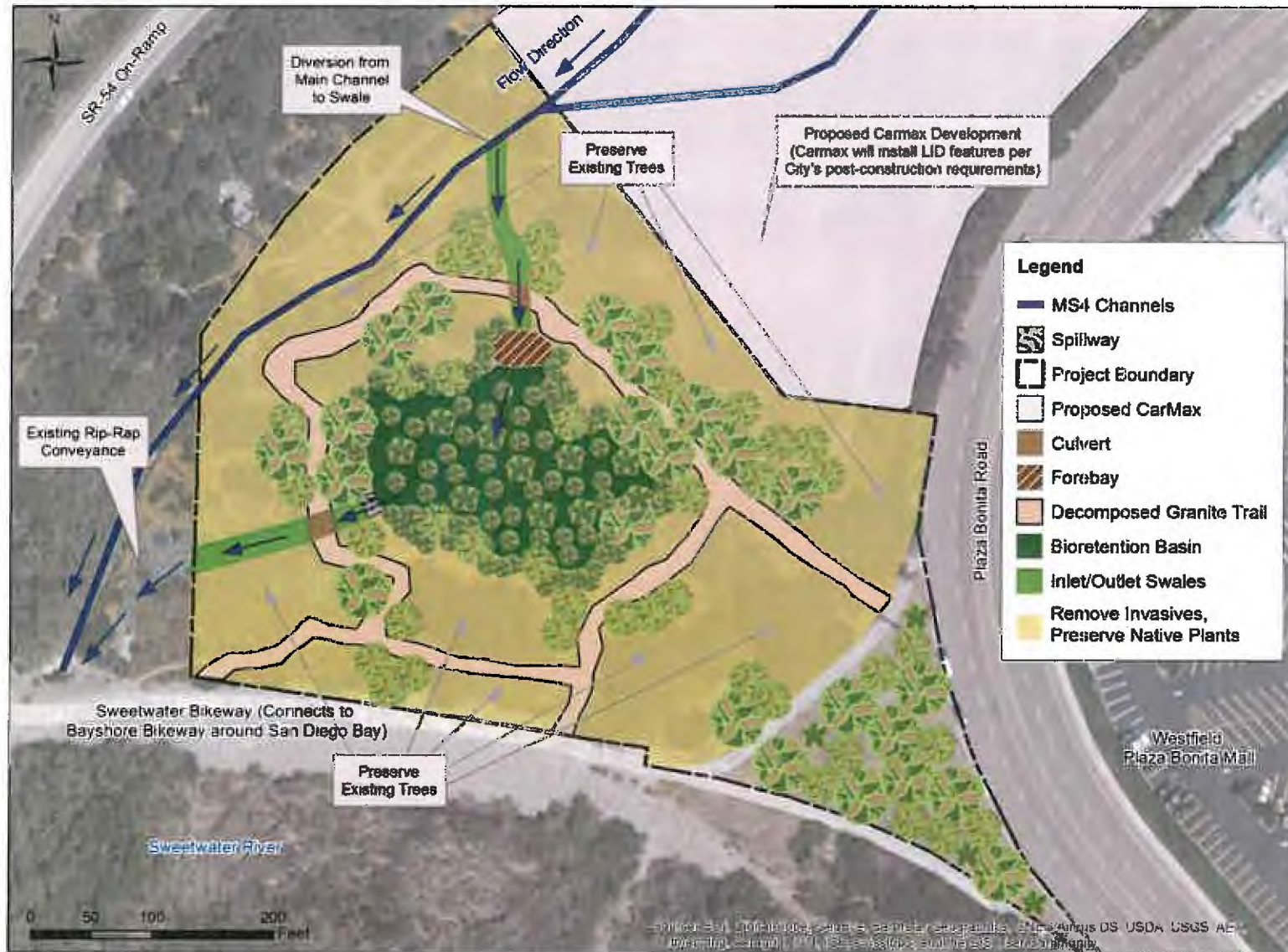
On July 8, 2016, staff filed a Proposition 1 Storm Water Grant Program (SWGP) application for the Sweetwater River Park Bioretention Project in the amount of \$1,344,425, which included a local match of \$149,417, for a total project cost of \$1,493,842.

The proposed project is located immediately west of the Westfield Plaza Bonita Mall on an approximately 4.3 acre site. The project will be constructed entirely within the City of National City limits and will directly benefit National City residents. The proposed project will provide the following improvements: 1) a community park that will preserve and enhance native vegetation and provide recreation opportunities near the Sweetwater River Bike Path; 2) removal of invasive plant species and restoration of native, drought tolerant vegetation; 3) network of walking paths connecting to the adjacent Sweetwater River Bike Path; 4) bioretention basin that filters storm water runoff from adjacent roads and other properties; 5) bioswales upstream and downstream of the bioretention basin; and 6) native revegetation and biotechnical treatments to reduce erosion and sedimentation build-up and improve the quality of water moving through the site.

On December 20, 2016, staff was notified that the City had been approved for a Proposition 1 SWGP in the amount of \$1,344,425 for the Sweetwater River Park Bioretention Project. The grant award is conditioned on the successful negotiation of an agreement between the City and the State Water Resources Control Board's Division of Financial Assistance. City Council Resolution authorizing the City Manager to negotiate and execute a grant agreement is required to allow for the use of grant funds.

The grant requires a local match of \$149,417. A portion of the local match, \$99,400, will be applied to the cost for preparation of environmental documents, planning, design, engineering, construction management and inspections. This amount will be funded through prior City Council Capital Improvement Program appropriations for Drainage Improvements. The remaining \$50,017 will be funded in-kind for City staff project management and administration.

Figure 1. BMP Locations



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Air Quality Compliance Solutions, Inc., DBA; Rely Environmental, for on-call environmental compliance management services,

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Air Quality Compliance Solutions, Inc., DBA; Rely Environmental, for on-call environmental compliance management services, increasing the not-to-exceed amount of the Agreement by \$50,000, for a total Agreement amount of \$100,000, and extending the expiration date of the Agreement to June 30, 2018.

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds appropriated in account # 001-416-029-299-0000 (Engineering/Public Works Contract Services)

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt resolution executing a First Amendment to the Agreement with Rely Environmental.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. First Amendment to Agreement
3. Resolution

Explanation:

On July 1, 2015, the City of National City entered into an Agreement with Air Quality Compliance Solutions, Inc., DBA; Rely Environmental, to provide on-call environmental compliance management services involving water quality, air quality, hazardous materials, and occupational health and safety. The Agreement, which was executed by the City Manager, is for a not-to-exceed amount of \$50,000 and a term of two years, with the option to extend for an additional period of up to one year.

Additional funds are needed to allow Rely Environmental to continue providing environmental compliance management services for the City. Based on Rely Environmental's performance and quality of work, staff recommends increasing the not-to-exceed amount by \$50,000, for a total Agreement amount of \$100,000, and extending the expiration date of the Agreement to June 30, 2018

Funds are appropriated in Engineering/Public Works Contract Services account.

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND AIR QUALITY COMPLIANCE SOLUTIONS, INC.,
DBA; RELY ENVIRONMENTAL**

This First Amendment to the Agreement is entered into this 21st day of February, 2017 by and between the City of National City, a municipal corporation ("CITY"), and Air Quality Compliance Solutions, Inc., DBA; Rely Environmental, a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on July 1, 2015, ("the Agreement"); wherein the CONSULTANT agreed to provide on-call environmental compliance management services involving water quality, air quality, hazardous materials, and occupational health and safety;

WHEREAS, the Agreement, which was executed by the City Manager, has a not-to-exceed amount of \$50,000;

WHEREAS, the Agreement is set to expire on June 30, 2017, with the option to extend for an additional period of up to one year, through June 30, 2018;

WHEREAS, based on the CONSULTANT'S performance and quality of work, the CITY desires to have the CONSULTANT continue providing environmental compliance management services for the CITY, and the CONSULTANT is willing to perform such services; therefore, the parties desire to increase the not-to-exceed amount by \$50,000, for a total Agreement amount of \$100,000, and to extend the expiration date of the Agreement to June 30, 2018.

NOW, THEREFORE, THE PARTIES HERETO AGREE that the Agreement entered into on July 1, 2015, shall be amended as follows:

1. Increase the not-to-exceed amount by \$50,000, for a total Agreement amount of \$100,000.
2. Extend the expiration date of the Agreement to June 30, 2018.

THE PARTIES FURTHER AGREE that with the foregoing exceptions, each and every term and provision of the Agreement dated July 1, 2015, shall remain in full force and effect.

<signatures on next page>

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**AIR QUALITY COMPLIANCE SOLUTIONS,
INC., DBA; RELY ENVIRONMENTAL**

By: _____
Ron Morrison, Mayor

By: _____
Scott Storms
President

By: _____
Edith Lederman
Vice President

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a software maintenance agreement with Cohero in the total not-to-exceed amount of \$107,120 to support the Northrop Grumman Law Enforcement Records Management Syst

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. ____

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a software maintenance agreement with Cohero in the total not-to-exceed amount of \$107,120 to support the Northrop Grumman Law Enforcement Records Management System.

PREPARED BY: Ron Williams

DEPARTMENT: CMO

PHONE: 619-336-4373

APPROVED BY: 

EXPLANATION:

The Law Enforcement Records Management System (RMS) provides National City Police Department with real-time electronic records related to crime and arrest reports. The RMS data is processed and uploaded to the San Diego Area Regional Justice Information System (ARJIS). Cohero has provided software maintenance and support for the system for the past year. With the agreement set to expire on February 28, 2017, staff seeks to enter into a new one year agreement with the option to extend in one year increments, up to a total of four years.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. 629-417-082-281-0000

APPROVED:  MIS

ENVIRONMENTAL REVIEW:

This is not a project, and therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends Council award the contract to Cohero.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Attachment 1: Contract

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
COHERO**

THIS AGREEMENT is entered into on this 21st day of February, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and COHERO, a California corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide support for existing Northrop Grumman RMS, AFR, Revision Manager, ILink and ARJIS interfaces, applications and modules.

WHEREAS, the CITY has determined that the CONTRACTOR is a public safety technology provider and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on March 1, 2017. The duration of this Agreement is for one year, the period of March 1, 2017 through February 28, 2018. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Ron Williams hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Brad Laabs thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on quarterly billings. Where any pre-authorized time and material efforts are completed, billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$107,120.00. Quarterly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR exclusively for the City and this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any

residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the

CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☐ If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not

be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Ron Williams
 IT Manager
 MIS
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4397

To CONTRACTOR:

Bard Laabs
President/Chief Architect
Cohero
3912 Georgia Street
San Diego, CA 92103

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**
OBLIGATIONS. During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONTRACTOR.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Contractor is solely responsible to determine if State prevailing wage rates

apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subcontractors.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

N. *Force Majeure.* Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the CONTRACTOR'S operations in the CITY.

O. *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

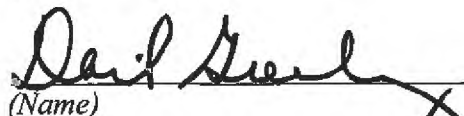
COHERO

(Corporation – signatures of two corporate officers required)

By: 
(Name)

Bard Laabs
(Print)

President
(Title)

By: 
(Name)

David Greenberg
(Print)

Vice President
(Title)



Cohero is pleased to present the following proposal to the National City Police Department for ongoing support of your existing RMS and AFR systems. We will continue to provide outstanding support and personalized service while keeping the systems running smoothly.

Cohero is uniquely qualified to provide you with continuity of operations. Cohero staff has years of experience working with these systems and your agency. We are passionate about supporting our law enforcement clients. While we understand you are in the process of moving to another system, we are eager to ensure the continued longevity of your RMS & AFR systems as long as you need them.

Direct contact with engineers will ensure agile response to your needs, bypassing unwanted layers of help desk and project management. If you are able to supply us with source code, we can modify the applications directly to resolve issues or implement minor enhancements; otherwise, even without access to the source code, we have demonstrated the ability to support the applications through workarounds, shims and alternatives.

Cohero will provide 1 year of support for your existing RMS and AFR systems include the following:

- RMS
- AFR
- Revision Manager
- iLink and ARJIS interfaces

Our proposal is intended to include the same applications and modules supported by the previous provider. However, we will not support any product or module that was delivered as a beta, prototype, or in a similar non production-ready state.

Thank you for the opportunity to make this proposal. Please let us know if you have any questions or concerns we can address about this proposal or the services we offer.

OPERATIONAL SUPPORT

Cohero will provide operational support for non-routine server issues, or problems affecting multiple client workstations or end users. The expectation is that City IT staff will continue to respond to routine operational issues, as well as issues affecting an individual workstation or end-user. Cohero will provide backup support if City IT staff is unable to resolve the issues on their own.

We'll keep the current systems and functionality working. The support will include:

- **Continuity of operations**
 - 8x5 telephone and remote access support through customer-provided VPN



- After hours, on-call support for critical issues
- **Direct access to engineers**
 - City to identify primary IT contacts responsible for triaging all issues and contacting Cohero for support
- **Response to **system operational issues**, including:**
 - Data and database issues, including stored procedures and triggers
 - Stuck/missing AFR reports that cannot be resolved by local IT staff
 - Systemic iLink issues affecting upload of AFR or other data to RMS
 - System errors and exceptions
 - Interface problems
 - Assistance with system (hardware) failure recovery and restoration
 - Customer will continue to support hardware and operating systems and perform backups
- **Address application issues**
 - Best efforts to address application problems
 - Without modification to source code, when feasible and/or when source code is not available
 - If source code changes are required to address application problems and source code is available, Cohero may modify and deploy updated applications
 - Identify and implement workarounds
 - Replace stored procedures and triggers
 - Minimize the impact of exceptions

TIME & MATERIALS SERVICES

Unexpected requirements come up frequently in a public safety setting, whether for reasons of emergency response, new initiatives or in support of the community. Should the City have requirements



extending beyond those provided under our support agreement, Cohero will make our services available on a time and materials (T&M) basis.

T&M services can be used to help find alternatives to issues with your current systems, create new reports or enhance functionality through new development.

Some of our clients have found it convenient to add an optional 'not-to-exceed' allowance to their support agreement to cover an allocation of T&M hours, using and paying for these hours only as required. This approach means no additional contracts or change orders when you need something special or on the quick. These are not "pre-paid" hours – they are simply available in reserve, used only with the approval of designated City staff, and billed only if used.

The rate for these services is:

- \$150 per hour, in the first year of the agreement
 - Annual escalation thereafter
 - Only when pre-authorized by the City
- Travel, labor and materials at actual cost
 - Only when pre-authorized by the City

T&M services at the quoted rate are available only in combination with an active support agreement. Please understand that T&M services are provided on a time-available basis.



SUMMARY OF PROPOSED SERVICES

Continuity of operations	
8x5 telephone support	✓
After-hours support for critical issues	✓
Access to engineers	
Direct access for primary IT contacts	✓
System operational issues	
Server issues	✓
Issues affecting multiple workstations	✓
Individual workstation issues (after City best effort)	✓
Issues affecting multiple users	✓
Individual user/report issues (after City best effort)	✓
Systemic iLink issues	✓
Individual iLink issues (after City best effort)	✓
UCR issues	✓
Application issues	
Best effort resolution	✓
Workarounds, DB procedures/triggers	✓
Minimize impact of exceptions	✓
Time and materials / Extra services	
New reports & capabilities	✓
On-demand services	✓
Hours can be included in agreement & used only when/if needed	✓

Note: Elements in this table are summarized for brevity. Refer to complete details of offering elsewhere in this proposal.



REFERENCES

Our focus at Cohero is to delight our customers with responsive and personal service. Our founders have a longstanding attachment to law enforcement, and our long-term goal is to maintain those small company personal connections, as opposed to seeking rapid growth.

Although we have an established relationship with the City through a previous project, we encourage you to contact the other RMS/AFR sites we currently support to gain insight into the outstanding quality of service we seek to provide.

Agency	Contact	Alternate Contact
Coronado CA Police Department	Cmdr. Jesus Ochoa jochoa@coronado.ca.us (619) 522-7372	
Loveland CO Police Department	Kim Pals, Records Manager kim.pals@cityofloveland.org (970) 962-2242	
Sacramento County CA Sheriff's Department	Kevin Bell, Project Manager kbell@sacsheriff.com (916) 874-4267	John Britto, IT Analyst jbritto@sacsheriff.com (916) 874-8641
Vacaville CA Police Department	Sgt. Adam Senf, IT Coordinator asenf@cityofvacaville.com (707) 449-5245	Chief John Carli jcarli@cityofvacaville.com (707) 449-5220



EXHIBIT A

(866) 270-1983
info@cohero.com
www.cohero.com

QUOTE

QUOTE FOR:

Ron Williams
City of National City
1200 National City Blvd
National City, CA 91950

QUOTE: 2017-006

DATE: 1/26/17

Valid for 90 Days

TERMS: Net 30

Description	Qty	Total
AFR/RMS Support Services (4 quarters: 03/01/17 - 02/28/18) Includes support for the following applications/modules: - RMS - AFR - Revision Manager - iLink and ARJIS Interfaces PAYMENT OPTIONS - 3 Months: \$ 26,780 (billed quarterly in advance) Please refer to the original proposal for a complete description of the services proposed.	4	107,120.00

TOTAL: \$107,120.00

If you have any questions, please contact the Cohero team at info@cohero.com or (866) 270-1983

THANK YOU FOR YOUR BUSINESS!

EXHIBIT A

Cohero Support Agreement Supplemental Terms & Conditions

COHERO ("CONTRACTOR") is providing software support services to the CITY OF NATIONAL CITY ("CITY") under the scope of the associated agreement. This document identifies supplemental terms and conditions specific to these services.

1. **SUPPORT SERVICES.** During the term of this agreement, CONTRACTOR shall provide the services necessary to remedy any software error attributed to CONTRACTOR and which significantly affects use of the Software Products described in Exhibit "A" and is reproducible and verified by CONTRACTOR ("Software Error"). Such services shall be accomplished in accordance with the priority system outlined below after CITY has identified and notified CONTRACTOR of any such error in accordance with CONTRACTOR's reporting procedures.

Support of non-CONTRACTOR developed software applications and systems, without access to source code, will be done on a best effort basis, making reasonable efforts to identify and implement workarounds, minimize the impact of exceptions, and if no other options exists and where feasible, identify or develop alternative solutions.

2. **TIME AND PLACE OF SERVICE.** Service will be provided remotely unless otherwise stated in the Agreement Documents.

Unless otherwise stated, the hours of service will be 9:00 AM until 5:00 PM, Pacific Time, Monday through Friday, holidays excepted. After hours, on-call support is available for Priority One issues. The priorities are defined as:

PRIORITY ONE

Critical Software Errors: Software Errors that prevent or substantially interfere with operation of the Software Products for their primary intended purpose on a system wide basis, such as those errors that can cause unrecoverable loss of data or prevent the Software Products from running.

Response: Upon receipt of notification from CITY, CONTRACTOR shall respond within the next four (4) hours of the business day followed by action to resolve the problem as soon as reasonably possible, including, where feasible, providing a workaround for the problem pending such resolution.

PRIORITY TWO

Major Software Errors: Software Errors that do not prevent or substantially interfere with operation of the Software Products for their primary intended purpose or are not system wide, but that do prevent or materially interfere with end user performance of common functions.

Response: CONTRACTOR shall respond within the next eight (8) hours of the business day(s), followed by action to provide a workaround and/or resolve the problem within a reasonable time, taking into consideration the effect of the Software Error on CITY's operation of the Software Products.

EXHIBIT A

PRIORITY THREE

Minor Software Errors: All other Software Errors not described above.

Response: CONTRACTORs shall respond within five (5) business days, and provide a resolution within a reasonable time, taking into consideration the nature of the software error, the effect upon operation of the Software Products, and the reasonable requests of the CITY with respect to such correction.

3. **NOTIFICATION BY CITY.** CONTRACTOR shall provide either a form and e-mail address or a web form on the CONTRACTOR website that CITY will use to provide issue notification. Receipt of the notification will trigger the response times required under the previous paragraph. CONTRACTOR shall also provide CITY a telephone number that will be used to address service issues. CONTRACTOR may, from time-to-time, make changes to its notification procedures, forms or numbers. CONTRACTOR shall immediately notify CITY, in writing, of any such changes.
4. **SUPPORT BY CITY.** CITY agrees to provide CONTRACTOR with data, as requested, and with sufficient support and test time on CITY's computer systems to duplicate the problem, verify that the problem is with support Software Products, and verify that the problem has been resolved.

CITY shall provide such system administration services on CITY's system and network as may be required to keep the system and network upgraded and in acceptable operating condition. CONTRACTOR does not provide system administration services under this Agreement. Corrections and support efforts for system/network upgrades and new equipment or defects and difficulties due to system administration issues shall be billed at CONTRACTOR's standard charges for labor, material and per diem.

5. **REMOTE ACCESS.** CITY shall install and maintain for the duration of this Agreement, an Internet accessible remote access system or Virtual Private Network (VPN) providing remote access to CITY's systems. CITY shall pay for installation, maintenance and use of such equipment and any associated use charges. CONTRACTOR, at its option, shall use this VPN line in connection with support and error correction. CITY is entitled to require that access by CONTRACTOR shall be subject to prior approval by CITY in each instance.

In addition to access to the servers, CITY shall provide a dedicated physical or virtual workstation accessible via remote access 24/7, which will be used to validate issue resolution and client operations. The workstation operating system and configuration will be similar to the typically deployed workstation.

6. **BACKGROUND CHECKS.** If required by the CITY, employees of CONTRACTOR will submit to background checks to verify their eligibility to access secure systems. All background investigations will be done at CITY's expense.

EXHIBIT A

Cohero Software License Agreement

This Software License Agreement is a legal agreement between COHERO ("CONTRACTOR") and the CITY OF NATIONAL CITY ("CITY") for use of the software product(s) as defined in the Agreement, which includes computer software and associated media, printed and electronic materials, and may include "on-line" or electronic documentation ("Software Products" or "Software"), by CITY.

The Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. **SOFTWARE DEVELOPMENT.** CONTRACTOR shall perform software development as necessary to deliver products or services described in the Agreement Documents and Exhibit "A" attached hereto. These services shall be provided in accordance with this Agreement. CONTRACTOR agrees to provide CITY a copy of any source code developed under the scope of this agreement.
2. **COPYRIGHT.** The Software Products are protected by copyright laws and international treaty provisions. Therefore, CITY must treat the Software Products like any other copyrighted material except that CITY may make additional copies of the Software Products solely for backup or archival purposes. CITY may not copy or distribute the electronic or printed documentation accompanying the Software Products except as may be required for maintenance or training purposes.
3. **LICENSES.** CONTRACTOR may provide Software Products under this Agreement and may provide other software that has been licensed from third parties. CONTRACTOR shall grant licenses or sub-licenses to CITY for the Software Products. CITY will execute each and every license agreement as required and monitor compliance on a reasonable basis.

The Software Products provided under this Agreement are licensed with an unlimited use site license.

4. **RIGHTS AND TITLE.** CONTRACTOR retains all rights, title and interest, including derivatives, in all source code and processes, documents, drawings, specifications, and similar information related to the Software Products.

The Software Products and any improvements, modifications and changes to the Software Products provided hereunder and all copies thereof are proprietary to CONTRACTOR and title thereto remains with CONTRACTOR. All applicable rights to patents, copyrights, trademarks, and trade secrets in the Software Products and the improvements, modifications and changes thereto are and shall remain with CONTRACTOR. CITY shall not sell, transfer, publish, disclose, display or otherwise make available the Software Products or improvements, modifications or changes thereto or copies thereof to others. CITY agrees to secure and protect each program, Software Product and copies thereof in a manner consistent with the maintenance of

EXHIBIT A

CONTRACTOR's rights therein and to take appropriate action by instruction or agreement with its employees who are permitted access to each program or Software Product to satisfy its obligations hereunder. All copies of the Software Products, or improvements, modifications or changes thereto made by CITY including translations, compilations, partial copies with modifications and updated works are the property of CONTRACTOR.

Violation of any provisions herein shall be the basis for immediate termination of this Agreement. Termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available to CONTRACTOR.

5. **GRANT OF LICENSE.** The Software Products are only licensed, not sold. CONTRACTOR hereby grants the CITY the following rights:
 - a. **USE OF LICENSE.** CITY is hereby granted a perpetual, non-transferable, non-exclusive right to use the Software Products for the CITY's own internal use.
 - b. **STORAGE/NETWORK USE.** The CITY may install, store and use the Software Products as required according to the licensing quantity and type as specified in the Agreement Documents.
 - c. **ADDITIONAL COPIES.** The CITY may make additional copies of the Software Products as reasonably required for development and backup purposes provided that such copies contain all of the copyright notices and other proprietary markings contained on the original.
 - d. **SOURCE CODE.** The source code provided under this agreement and derivatives may be used internally by the CITY for any purpose, but may not be sold, disclosed, or shared with any third party including other government entities.
6. **TERMINATION.** Without prejudice to any other rights, including the rights provided under section 5 above, CONTRACTOR may terminate this Software License Agreement if CITY fails to comply with the terms and conditions of this Software License Agreement. In such event, CITY must immediately destroy all copies of the Software Products and all component parts.
7. **CITY MODIFICATIONS.** CITY shall inform CONTRACTOR in writing of any modifications made by CITY to the Software Products or interfaces to the Software Products. Refer to the Software License Agreement for limitations as to CITY rights and use.

Until CONTRACTOR accepts CITY modifications into the base code library, CONTRACTOR shall not be responsible for maintaining CITY modifications or software affected by CITY modifications. Corrections for difficulties or defects traceable to CITY's modifications shall be billed at CONTRACTOR's standard time and material charges.

8. **LIMITED WARRANTY.** CITY shall receive a limited warranty on Software Products that warrants that the Software Products will perform in accordance with the CITY approved design specification document for a period of one (1) year from the date of delivery.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement No. P036 with the State of California Department of Transportation (Caltrans) for the Sweetwater River Bikeway Project to allow f

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement No. P036 with the State of California Department of Transportation (Caltrans) for the Sweetwater River Bikeway Project to allow for reimbursement of up to \$25,000 in eligible project expenditures through the Active Transportation Program (ATP), and 2) establishing appropriation of revenues and expenditures (no local match required).

PREPARED BY: Jose Lopez

PHONE: 619-336-4312

DEPARTMENT: Engineering & Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

Revenue Account No. 296-06574-3463
Expenditure Account No. 296-409-500-598-6574

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Program Supplemental Agreement
3. Resolution

Explanation

On October 22, 2015, the California Department of Transportation (Caltrans) awarded the City of National City a \$1,129,000 Active Transportation Program (ATP) grant for the Sweetwater River Bikeway Project. The State has allocated \$25,000 for the Project Approval/Environmental Document phase (PAED). There is no local match requirement.

The project will fill a system gap in National City's local bicycle network by tying bicycle facilities along 30th Street, east of "D" Avenue, to one of the Sweetwater River Bikeway's access points at 2nd Avenue. The project will provide nearly one mile of new Class II and Class III bicycle facilities per the City's Bicycle Master Plan and the SANDAG Regional Bike Plan. Improvements include bicycle detector loops, and bicycle boxes at three intersections: 30th Street and "D" Avenue, 30th Street and Highland Avenue, and 30th Street and N. 2nd Avenue. Additionally, the proposed project will provide gateway enhancements at both entrances to the Sweetwater River Bikeway located at Hoover Avenue and W. 33rd St. and N. 2nd Avenue. Enhancements at the two entryways will consist of signage, trash receptacles, landscaping, new fencing, and asphalt-concrete overlay along the existing segments that connect the roadway to the bikeway.

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. P036 to Administering Agency-State Master Agreement No. 00013S is required to allow for reimbursement of eligible project expenditures through the State ATP.

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408

January 13, 2017

Mr. Stephen Manganiello
Director of Public Works
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Attn: Kuna Muthusamy

Dear Mr. Manganiello:

Enclosed are two originals of the Program Supplement Agreement No. 0P36 Rev. 000 to Administering Agency-State Master Agreement No. 00013S and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

John Hoole
JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosures

c: OLP AE Project Files
(11) DLAE - Hanh-Dung Khuu

ENG & PW DEPT.

CITY OF NATIONAL CITY

2017 JAN 23 12:14 PM



File : 11-SD-0-NATC

ATPL-5066(033)

On 30th St. between D Ave. and
2nd Ave and on 2nd Ave between
30th and Sweetwater River Bikeway

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 01/11/2017
D_CO_RT: 11-SD-0-NATC
Project No: ATPL-5066(033)
Adv Project Id: 1116000122

EA No:

Attention: City of National City

Period of Performance End Date:
Agreement End Date:

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE FUNDS	LOCAL FUNDS	OTHER FUNDS
Agency Preliminary Engineering - PA/ED	Lump Sum	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00
Totals:		\$25,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: _____

Title: HQ Sr. Engineer

For questions regarding finance letter, contact:

Printed Name : Nahed A. Abdin

Telephone No: (916) 651-7928

Remarks: Allocation Request for PA/ED.
Cycle 2, ATP02-11-108S - cng 12/20/2016

ACCOUNTING INFORMATION									Cooperative Work Agreement	
ADV. PROJECT ID	APPROF. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
1116000122	16108	2030720100		\$25,000.00	1516	\$0.00	\$25,000.00	06/30/21		

PROGRAM SUPPLEMENT NO. P36
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00013S

Adv Project ID **Date:** December 29, 2016
1116000122 **Location:** 11-SD-0-NATC
 Project Number: ATPL-5066(033)
 E.A. Number:
 Locode: 5066

This Program Supplement, effective 12/07/2016, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00013S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 05/02/07 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

On 30th St. between D Ave. and 2nd Ave and on 2nd Ave between 30th and Sweetwater River Bikeway. Sweetwater River Bikeway entrances at 2nd St. and Hoover Ave

TYPE OF WORK: Construct Class II and III bicycle facilities, include bicycle detector loop and boxes.

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$25,000.00		\$25,000.00	\$0.00	\$0.00

CITY OF NATIONAL CITY

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *[Signature]*

Date 1/3/2017 \$25,000.00

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

Page 1 of 1

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 12/30/2016	PROJECT NUMBER: 1116000122
	REQUISITION NUMBER / CONTRACT NUMBER: 1116000122 ATPL-5066(033) RQS - 111700000247	

FROM: **Department of Transportation**

SUBJECT:
Encumbrance Document

VENDOR / LOCAL AGENCY:
CITY OF NATIONAL CITY

\$ 25,000.00

PROCUREMENT TYPE:
Local Assistance

[illegible]

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY will not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12), and (13).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

PROGRAM SUPPLEMENT NO. P36
to
**ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00013S**

Adv Project ID 1116000122 **Date:** December 29, 2016
Location: 11-SD-0-NATC
Project Number: ATPL-5066(033)
E.A. Number:
Locode: 5066

This Program Supplement, effective 12/07/2016, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00013S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 05/02/07 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

On 30th St. between D Ave. and 2nd Ave and on 2nd Ave between 30th and Sweetwater River Bikeway. Sweetwater River Bikeway entrances at 2nd St. and Hoover Ave

TYPE OF WORK: Construct Class II and III bicycle facilities, include bicycle detector loop and boxes.

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$25,000.00		\$25,000.00	\$0.00	\$0.00

CITY OF NATIONAL CITY

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____


Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Attest _____

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer 

Date 1/3/2017 \$25,000.00

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

Page 1 of 1

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 12/30/2016	PROJECT NUMBER: 1116000122
	REQUISITION NUMBER / CONTRACT NUMBER: 1116000122 ATPL-5066(033) RQS - 111700000247	

FROM:

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY:

CITY OF NATIONAL CITY

\$ 25,000.00

PROCUREMENT TYPE:

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
10	2015	2660-108-0042	2015-2016	2030720100	2620/0000	\$ 25,000.00
					Total	\$ 25,000.00

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY will not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12), and (13).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

The following page(s) contain the backup material for Agenda Item: A Resolution of the City Council of the City of National City granting a Quitclaim Deed for an easement to Thrifty Oil Company on a parcel of land due to the previous abandonment of a sewer main (A.P.N. 570 020 46 00). (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO.

ITEM TITLE:

A Resolution of the City Council of the City of National City granting a Quitclaim Deed for an easement to Thrifty Oil Company on a parcel of land due to the previous abandonment of a sewer main (A.P.N. 570 020 46 00).

PREPARED BY: Charles Nissley

PHONE: 619-336-4396

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

Thrifty Oil Company is the owner a parcel of land located east of and adjacent to 1606 E. Plaza Boulevard on the southeast corner of the intersection of Palm Avenue and E. Plaza Boulevard. There is an existing sewer easement on this property.

On March 29, 1968 plans were approved and a new sewer main was constructed realigning the sewer into Plaza Boulevard and plugging and abandoning the existing sewer main in the easement. The sewer main is no longer used and the easement is an unnecessary burden on the property.

Thrifty Oil Company is requesting that the City of National City quit claim the abandoned sewer main easement for future development of the property.

The easement area is more particularly described in Exhibit A (attached) and shown in Exhibit B (attached).

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

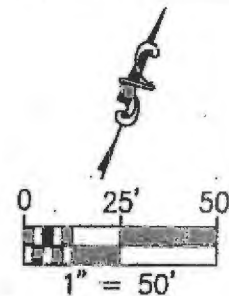
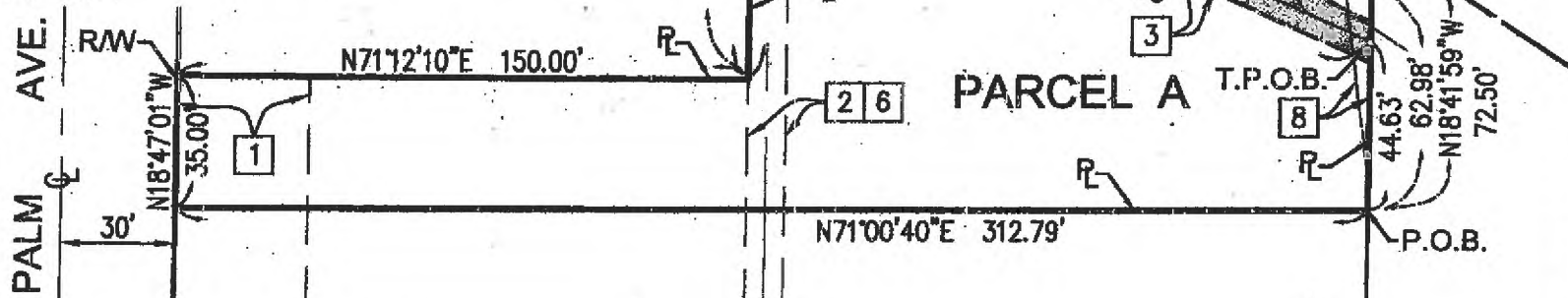
N/A

ATTACHMENTS:

1. Easement Documents
2. Legal Description
3. Quitclaim
4. Resolution

EASEMENT NOTES

- 1 AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 13257, DESIGNATED INGRESS AND EGRESS EASEMENT RESERVED FOR THE BENEFIT OF PARCEL 2 ON SAID MAP.
- 2 AN EASEMENT FOR SEWER SERVICE PURPOSES OVER, UNDER, ALONG AND ACROSS THOSE PORTIONS OF PARCELS 1 AND 3 OF PARCEL MAP NO. 13257 DESIGNATED AS SEWER SERVICE EASEMENT RESERVED HEREON ON SAID MAP.
- 3 AN EASEMENT TO THE CITY OF NATIONAL CITY FOR SEWER PURPOSES RECORDED AUGUST 22, 1946, IN BOOK 2222, PAGE 96 OF O.R.
- 4 AN EASEMENT TO THE CITY OF NATIONAL CITY FOR SEWER AND/OR DRAINAGE AND/OR EMBANKMENT PURPOSES RECORDED OCTOBER 4, 1968, AS DOC. NO. 173322 OF O.R.
- 5 AN EASEMENT FOR DRAINAGE, SEWER, INGRESS AND EGRESS AS SHOWN ON PARCEL MAP NO. 13257.
- 6 AN EASEMENT TO PARADISE VALLEY DEVELOPMENT, INC. FOR SEWER SERVICE PURPOSES RECORDED JAN. 14, 1985, AS DOC. NO. 85-011421 OF O.R. SEE ITEM NUMBER 2 ABOVE.
- 7 AN EASEMENT TO J & L PARTNERSHIP FOR A TEMPORARY EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS RECORDED JULY 9, 1985 AS DOC. NO. 85-244960 OF O.R.
- 8 AN EASEMENT TO REX DEVELOPMENT CO., LTD. FOR DRIVEWAY, ROOF COLUMNS, ROOF OVERHANG AND ASSOCIATED APPURTENANCES RECORDED SEPTEMBER 29, 2000, AS DOC. NO. 2000-0523854 OF O.R.



CIVIL ENGINEERING & LAND SURVEYING

COORY ENGINEERING

TEL: (714) 202-8700 FAX: (714) 202-8701

1718 N. Neville Street, Orange, CA 92865

EXHIBIT "B"
SEWER EASEMENT QUIT-CLAIM

SEWER EASEMENT QUITCLAIM


LEGAL DESCRIPTION

A STRIP OF LAND, 10 FEET IN WIDTH LOCATED IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL "A" OF THE AMENDED AND RESTATED CERTIFICATE OF COMPLIANCE RECORDED JUNE 11, 2007 AS DOCUMENT NO. 2007-0392909, OFFICIAL RECORDS OF SAID COUNTY, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL "A"; THENCE NORTH 18° 41' 59" WEST 44.36 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE ALONG THE CENTERLINE OF SAID STRIP NORTH 84° 47' 01" WEST 178.25 FEET TO THE TERMINAL POINT OF THIS DESCRIPTION. THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT EASTERLY AND WESTERLY LINES OF SAID PARCEL "A".

CONTAINING AN AREA OF 1,783 SQUARE FEET, MORE OR LESS.

Description prepared by:



Samir M. Khoury
R.C.E. No. 30567

1-25-17

Date



EXHIBIT "A"

RECORDING REQUESTED BY

Thrifty Oil Company
13116 Imperial Hwy
Santa Fe Springs, CA, 90670

WHEN RECORDED MAIL THIS DEED AND,
UNLESS OTHERWISE SHOWN BELOW,
MAIL TAX STATEMENT TO:

The City of National City
1243 National City Blvd
National City, CA 91950

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

APN 557 410 27 00

The undersigned grantor(s) declare(s):

Document transfer tax is \$ 0 **EASEMENT**

City of National City, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

The City of National City, a Municipal Corporation in the County of San Diego, State of California

hereby **REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S)** to

THRIFTY OIL COMPANY

that property in the City of National City, County of San Diego, State of California, described in
Exhibit A and shown in Exhibit B

Dated _____ Signature of Grantor _____

A notary public or other officer completing this certificate
verifies only the identity of the individual who signed
the document to which this certificate is attached, and not
to the truthfulness, accuracy, or validity of that document.

State of California _____)
County of _____) S.S.

On _____ before me _____
_____, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(This area for official notarial seal)

Signature _____

MAIL TAX STATEMENTS TO _____

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with EnSafe, Inc. (who recently acquired E2 ManageTech, Inc.) in the amount of \$115,000 to assist staff with obtaining regulatory approvals and imple

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with EnSafe, Inc. (who recently acquired E2 ManageTech, Inc.) in the amount of \$115,000 to assist staff with obtaining regulatory approvals and implementation of the Property Mitigation Plan for environmental remediation of the Westside Infill Transit Oriented Development (WI-TOD) Project site located at 2100 and 2020 Hoover Avenue, and future Park site development located on the west side of Paradise Creek, pursuant to the City's obligation to the former redevelopment agency to carry out the Disposition and Development Agreement by and between the Community Development Commission of the City of National City and Paradise Creek Housing Partners, LP

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY: _____

EXPLANATION:



See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds available in account #001-409-500-598-1596 (WI-TOD Improvements)

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt resolution authorizing the Mayor to execute an Agreement with EnSafe, Inc. for environmental remediation of the Westside Infill Transit Oriented Development (WI-TOD) Project site.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

EnSafe, Inc. is a global provider of environmental, engineering, health and safety, and technology solutions services. EnSafe provides environmental management and planning solutions in the areas of compliance auditing; cost estimating; due diligence / merger and acquisition support; emergency response and preparedness; environmental compliance and management systems; environmental training; air quality and permitting; hazardous and solid waste permitting and compliance; water permitting; environmental site assessments; and regulatory interpretation / negotiations. EnSafe also provides design engineering solutions, including land development / site planning; landfill design / solid waste; water / wastewater and watershed / storm water management; environmental restoration solutions, such as site investigations, risk assessments, remediation, and decontamination / decommissioning; and natural and water resources protection and management solutions.

Effective February 3, 2017, EnSafe entered into an agreement to purchase a portion of E2 ManageTech's assets. Those assets are associated with E2's Environmental Services practice, which is the division of E2 that will continue to provide environmental site investigation and remediation support services for the Westside Infill Transit Oriented Development (WI-TOD) / Paradise Creek Park redevelopment area in National City. To ensure that National City is not impacted by this acquisition, EnSafe will assign E2's Principal Project Manager, Daryl Hernandez, and his support staff to execute the scope of work. Mr. Hernandez has been intimately involved with providing environmental services for the project over the past 10 years.

The Community Development Commission (CDC) of the City of National City selected E2 ManageTech through a competitive process to provide environmental site investigation and remediation support services for the WI-TOD site located at 2100 and 2020 Hoover Avenue. Through their agreement with the CDC, which was executed on September 6, 2011, E2 ManageTech prepared a comprehensive Property Mitigation Plan (PMP) for environmental remediation of the project site. The WI-TOD, also known as Paradise Creek Housing Project, will deliver 201 affordable housing units on the east side of Paradise Creek and develop an approximately 4-acre Community Park on the west side of Paradise Creek. Phase I of the housing project, which constructed 108 units, was completed in December 2016.

On December 3, 2013, per City Council Resolution No. 2013-185, City Council authorized the Mayor to execute an agreement with E2 ManageTech in the amount of \$120,000 to assist staff with obtaining regulatory approvals and implementation of the PMP for the WI-TOD Project in order to meet the City's obligation to the former redevelopment agency to carry out the Disposition and Development Agreement by and between the Community Development Commission of the City of National City and Paradise Creek Housing Partners, LP.

On November 18, 2014, per City Council Resolution No. 2014-161, City Council authorized the Mayor to execute a First Amendment to the Agreement with E2 ManageTech to increase the not-to-exceed amount of the Agreement by \$300,000 and extend the expiration date of the Agreement.

Based on the qualifications of EnSafe / E2 ManageTech; competitive billing rates; intimate knowledge of the project; past performance, including preparation of the PMP and other required environmental documents; and relationship with State and Regional regulatory agencies / staff overseeing the project, staff recommends executing an Agreement with EnSafe in the amount of \$115,000 to assist staff with obtaining final regulatory approvals and implementation of the Property Mitigation Plan for environmental remediation of the WI-TOD Project site located at 2100 and 2020 Hoover Avenue, and future Park site development located on the west side of Paradise Creek.

AGREEMENT AND INSURANCE PLACEHOLDER

The following page(s) contain the backup material for Agenda Item: 2016 Annual Progress Report on the implementation of the Housing Element of the General Plan pursuant to California Government Code Section 65400(a)(2). (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. |

ITEM TITLE:

2016 Annual Progress Report on the implementation of the Housing Element of the General Plan pursuant to California Government Code Section 65400(a)(2). (Planning)

PREPARED BY: Raymond Pe, Principal Planner



DEPARTMENT: Planning Division

PHONE: 336-4421

APPROVED BY: _____

EXPLANATION:

The California Government Code, Section 65400(a)(2), requires that the City submit an annual progress report on the implementation of the General Plan Housing Element by April 1 of each year to the Governor's Office of Planning and Research and the Department of Housing and Community Development. The annual report provides information on the progress of the City in meeting the City's share of the Regional Housing Needs Assessment for San Diego County as adopted by the San Diego Association of Governments.

FINANCIAL STATEMENT:

ACCOUNT NO. Not Applicable

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

No further action is required under the California Environmental Quality Act since the action, as defined by CEQA, is not considered a project that has the potential to result in either a direct or indirect physical change in the environment.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Accept and file the report.

BOARD / COMMISSION RECOMMENDATION:

Not Applicable

ATTACHMENTS:

1. Annual Progress Report.

The following page(s) contain the backup material for Agenda Item: Investment Report for the quarter ended December 31, 2016. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Investment Report for the quarter ended December 31, 2016.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Accept and File the Investment Report for the Quarter ended December 31, 2016.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Investment Listings



City Council Staff Report

February 21, 2017

ITEM

Staff Report: Investment Report for the quarter ended December 31, 2016.

BACKGROUND

The California Government Code (§ 53646(b)) requires that, when the treasurer or the chief fiscal officer of a local agency renders to the legislative body of the agency a quarterly report on the agency's investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- type of investment;
- issuer (bank or institution);
- date of maturity;
- dollar amount invested; and
- current market valuation as of the date of the report.

In addition, the Government Code (§ 53646(b)(2)) requires that the report state the City's compliance with its investment policy and include a statement regarding the ability of the local agency to meet its pool's ability to meet its expenditure requirements Code (§ 53646(b)(3)).

OVERVIEW OF CITY INVESTMENTS

The City's pooled investment portfolio balance as of December 31, 2016 is summarized below and compared to the balance as of December 31, 2015. While the balance has decreased, the portfolio's returns have been positive over the period. The reduction in value is the result of cumulative withdrawals over the period exceeding deposits by \$550,000.

	12/31/2016	12/31/2015
Book Value ¹	\$ 54,898,130	\$ 55,191,905
Market Value ²	\$ 54,909,603 ³	\$ 55,021,553

(1) actual cost of investments

(2) amount at which the investments could be sold

(3) total includes withdrawals of \$3,900,000 plus investment gains since 9/30/2016

The California Treasurer's Local Agency Investment Fund ("LAIF") and The County of San Diego Pooled Money Fund comprise 58.81% of the City of National City's total investment portfolio (49.61% and 9.20%, respectively). These are liquid investment pools that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a

withdrawal request with no penalty. The remainder of the City's portfolio is composed of investments that may be liquidated at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation/withdrawal of these investments is at the risk of loss and/or penalty to the City.

Summaries of the City's investment portfolio are illustrated below.

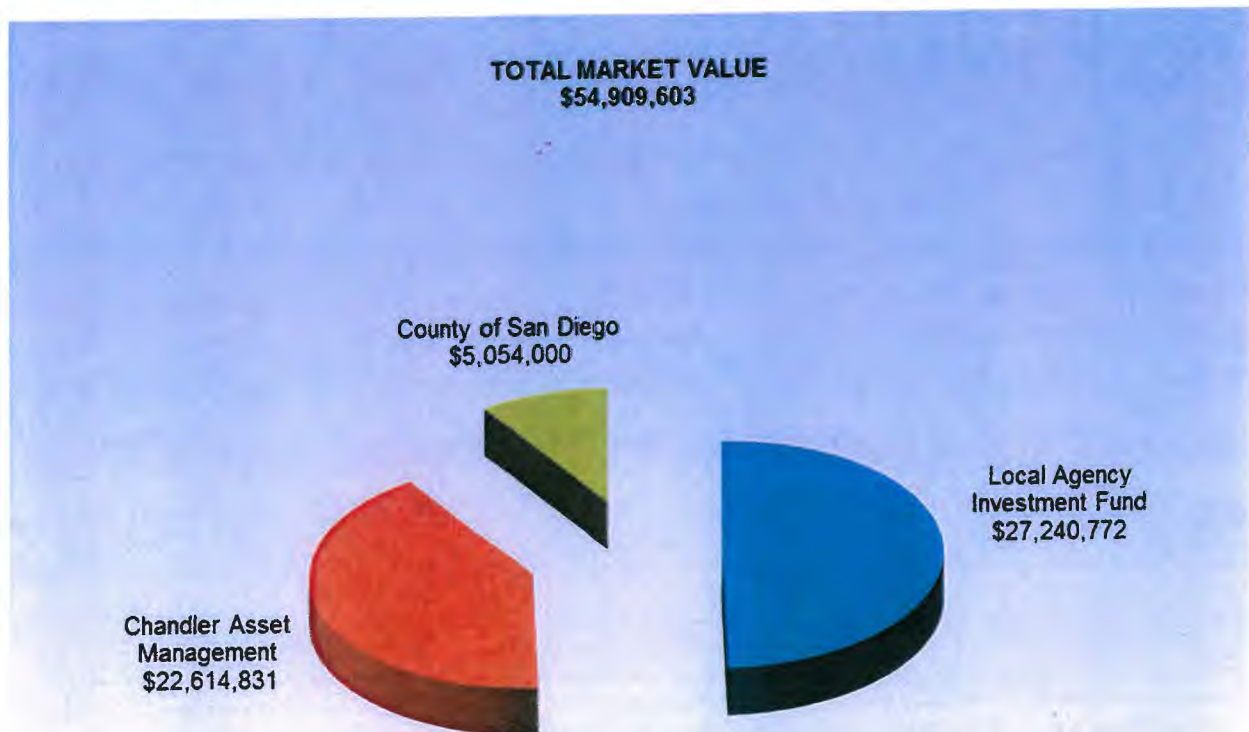
INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER

As of December 31, 2016

Issuer/Manager	Book Value	Total Market Value ¹	Market YTM	% of Portfolio
Local Agency Investment Fund	27,207,273	\$ 27,240,772 ²	0.72%	49.61%
Chandler Asset Management	22,578,752	\$ 22,614,831	1.18%	41.19%
County of San Diego	5,112,105	\$ 5,054,000	1.12%	9.20%
Totals for December 2016	54,898,130	54,909,603		100.00%

1 includes accrued interest

2 calculated on 30/360 basis



INVESTMENT PERFORMANCE BY ISSUER/MANAGER**For the Quarter Ended December 31, 2016**

Issuer/Manager	Total Market Value ¹		Change	Yield (Net) ³
	9/30/16	12/31/16		
Local Agency Investment Fund	\$ 31,116,776	\$ 27,240,772	\$ (3,876,004) ²	0.68%
Chandler Asset Management	22,710,004	22,614,831	\$ (95,173)	NA
County of San Diego	5,084,000	5,054,000	\$ (30,000)	0.86%
Totals for December 31, 2016	\$ 58,910,780	\$ 54,909,603	\$ (4,001,177)	

¹ includes accrued interest² Withdrawals 11/29/16 \$1,500,000, 11/14/2016 \$1,400,000, & 10/4/2016 1,000,000³ Annualized**COMPLIANCE STATEMENT**

All of the City's investments are in compliance with the City's investment policy (City Council Policy No. 203) and the California Government Code (§ 53601 et seq).

FINANCIAL STATEMENT

Realized and unrealized gains/(losses) for the period, reflected below, were \$81,631. These changes include changes in security market values, gain/(loss) from the sale of assets, accrued interest, and reinvested interest/earnings.

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	21,499
County of San Diego	10,957
LAIF	49,176
Totals for December 31, 2016	\$ 81,631

The difference between the changes reflected in the previous two tables is attributable to the purchase and sale of securities for which the first of the tables accounts but the second table typically does not (unless an investment is sold before maturity).

STAFF CERTIFICATION

Staff certifies that there are sufficient funds to meet the pool's expenditure requirements.

RECOMMENDATIONS

Accept and file the Investment Report for the quarter ended December 31, 2016.

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

www.treasurer.ca.gov/pmia-laif/laif.asp
January 25, 2017

PMIA Average Monthly Yields

Account Number:
98-37-576

Tran Type Definitions

December 2016 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	27,207,272.57
Total Withdrawal:	0.00	Ending Balance:	27,207,272.57

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

www.treasurer.ca.gov/pmia-laif/laif.asp
December 15, 2016

PMIA Average Monthly Yields

Account Number:
98-37-576

Tran Type Definitions

November 2016 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
11/14/2016	11/14/2016	RW	1520515	JAVIER CARCAMO	-1,400,000.00
11/29/2016	11/29/2016	RW	1521403	JAVIER CARCAMO	-1,500,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	30,107,272.57
Total Withdrawal:	-2,900,000.00	Ending Balance:	27,207,272.57

Local Agency Investment Fund

P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

www.treasurer.ca.gov/pmia-laif/laif.asp

November 16, 2016

PMIA Average Monthly Yields

Account Number:
98-37-576

Tran Type Definitions

October 2016 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
10/4/2016	10/4/2016	RW	1515515	JAVIER CARCAMO	-1,000,000.00
10/14/2016	10/13/2016	QRD	1516322	SYSTEM	52,641.42

Account Summary

Total Deposit:	52,641.42	Beginning Balance:	31,054,631.15
Total Withdrawal:	-1,000,000.00	Ending Balance:	30,107,272.57



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name

NATIONAL CITY

Account Number

98-37-576

As of 01/13/2017, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2016.

Earnings Ratio		.00001851848158529
Interest Rate		0.68%
Dollar Day Total	\$	2,655,484,737.98
Quarter End Principal Balance	\$	27,207,272.57
Quarterly Interest Earned	\$	49,175.55

Monthly Account Statement

City of National City

December 1, 2016 through December 31, 2016

Chandler Team

For questions about your account,
please call (800) 317-4747 or
Email operations@chandlerasset.com

Custodian

Bank of New York Mellon
Lauren Dehner
(904)645-1918

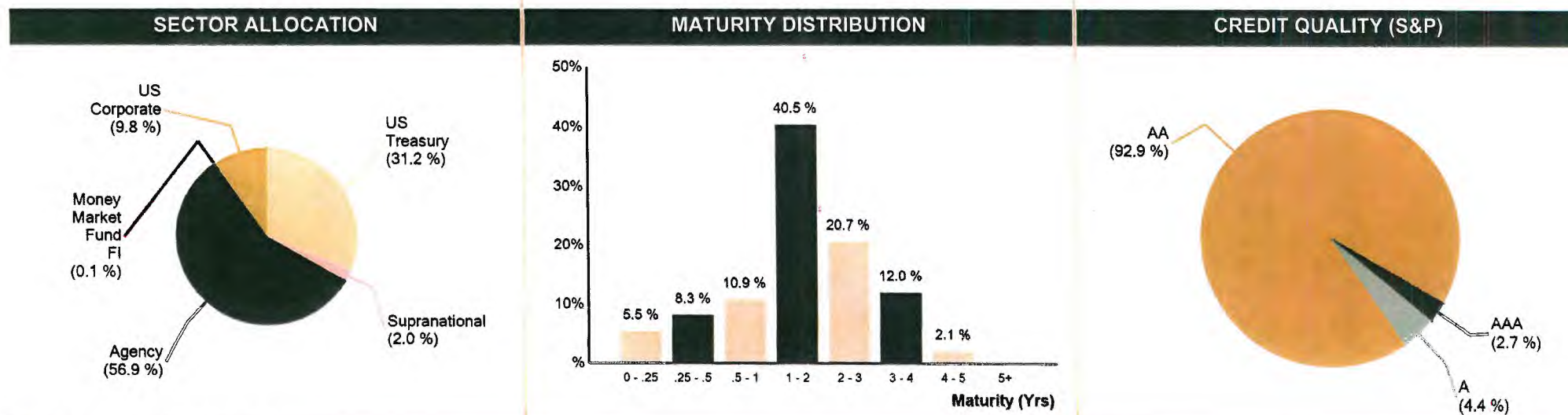
Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source.



Portfolio Summary

As of 12/31/2016

PORTFOLIO CHARACTERISTICS		ACCOUNT SUMMARY		TOP ISSUERS		
Average Duration	1.70	Market Value Accrued Interest Total Market Value Income Earned Cont/WD Par Book Value Cost Value	Beg. Values as of 11/30/16	End Values as of 12/31/16	Issuer	% Portfolio
Average Coupon	1.13 %		22,544,955	22,551,840	Government of United States	31.2 %
Average Purchase YTM	1.16 %		59,423	62,991	Federal National Mortgage Assoc	18.6 %
Average Market YTM	1.18 %		22,604,378	22,614,831	Federal Home Loan Bank	15.1 %
Average S&P/Moody Rating	AA+/Aaa		21,002	21,499	Federal Home Loan Mortgage Corp	14.6 %
Average Final Maturity	1.74 yrs			-1,847	Federal Farm Credit Bank	8.6 %
Average Life	1.74 yrs		22,590,547	22,607,319	Intl Bank Recon and Development	2.0 %
			22,577,337	22,578,752	Berkshire Hathaway	1.3 %
			22,577,337	22,578,752	Apple Inc	1.2 %
						92.6 %



PERFORMANCE REVIEW									
Total Rate of Return As of 12/31/2016	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 2/29/2012	Since 2/29/2012
					3 Yrs	5 Yrs	10 Yrs	2/29/2012	2/29/2012
City of National City	0.05 %	-0.39 %	1.13 %	1.13 %	0.78 %	N/A	N/A	0.67 %	3.27 %
BAML 1-3 Yr US Treasury/Agency Index	0.03 %	-0.43 %	0.89 %	0.89 %	0.69 %	N/A	N/A	0.60 %	2.95 %



COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Municipal Securities	BBB rated equivalent by a NRSRO or 4th highest general classification by a NRSRO; 30% maximum	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	"AA" rated or higher by a NRSRO; 30% maximum; U.S. dollar denominated; Issued by: IBRD, IFC, IADB	Complies
Banker's Acceptances	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 40% maximum; 180 days max maturity;	Complies
Commercial Paper*	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 25% maximum; 270 days max maturity;	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Amount per institution limited to the max covered under FDIC; 30% maximum combined certificates of deposit including CDARS	Complies
Negotiable Certificates of Deposit*	"A" rated or higher by at least two NRSROs; and/or have short term debt rated "A1" or higher by at least two NRSROs; 30% maximum	Complies
Medium Term Notes*	"A" rated or better by at least two NRSROs; 30% maximum; Issued by corporations organized and operating within the U.S.	Complies
*Combined exposure	10% combined total exposure to Commercial Paper, Negotiable Certificates of Deposit, and Medium Term Notes	Complies
Money Market Mutual Funds	AAA rated or equivalent by at least two NRSROs; 20% maximum; SEC registered with assets under management in excess of \$500 million	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	"AA" rated or better by two NRSROs; "A" rated or higher for the issuer's debt by two NRSROs; 20% maximum	Complies
Local Agency Investment Fund - L.A.I.F.	maximum LAIF program; Currently not used by investment adviser	Complies
Prohibited Securities	Inverse floaters; Ranges notes; Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements; Foreign currency denominated sec	Complies
Callable Securities	20% maximum (does not include "make whole call" securities)	Complies
Maximum Issuer	5% max (except US Government, its agencies and enterprises)	Complies
Maximum maturity	5 years	Complies



Income Earned
11/30/16 Thru 12/31/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
Fixed Income						
037833AQ3	Apple Inc Note 2.1% Due 05/06/2019	05/04/2016 05/09/2016 270,000.00	276,928.20 0.00 0.00 276,928.20	393.75 0.00 866.25 472.50	0.00 0.00 0.00 472.50	0.00 0.00 0.00 472.50
084670BD9	Berkshire Hathaway Note 1.9% Due 01/31/2017	06/17/2014 06/20/2014 285,000.00	291,429.60 0.00 0.00 291,429.60	1,820.04 0.00 2,271.29 451.25	0.00 0.00 0.00 451.25	0.00 0.00 0.00 451.25
166764AA8	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/05/2017	05/19/2014 05/22/2014 260,000.00	259,703.60 0.00 0.00 259,703.60	1,403.31 1,435.20 207.31 239.20	0.00 0.00 0.00 239.20	0.00 0.00 0.00 239.20
3130A4GJ5	FHLB Note 1.125% Due 04/25/2018	Various Various 450,000.00	451,689.00 0.00 0.00 451,689.00	506.25 0.00 928.13 421.88	0.00 0.00 0.00 421.88	0.00 0.00 0.00 421.88
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	10/13/2016 10/14/2016 490,000.00	490,960.40 0.00 0.00 490,960.40	1,927.67 0.00 2,489.13 561.46	0.00 0.00 0.00 561.46	0.00 0.00 0.00 561.46
3130A8PK3	FHLB Note 0.625% Due 08/07/2018	08/30/2016 08/31/2016 455,000.00	452,684.05 0.00 0.00 452,684.05	900.52 0.00 1,137.50 236.98	0.00 0.00 0.00 236.98	0.00 0.00 0.00 236.98
313371PV2	FHLB Note Due 12/09/2016	02/29/2012 03/01/2012 0.00	494,668.80 0.00 494,668.80 0.00	3,726.67 3,900.00 0.00 173.33	0.00 0.00 0.00 173.33	0.00 0.00 0.00 173.33
3133782M2	FHLB Note 1.5% Due 03/08/2019	05/28/2015 05/29/2015 440,000.00	443,207.60 0.00 0.00 443,207.60	1,521.67 0.00 2,071.67 550.00	0.00 0.00 0.00 550.00	0.00 0.00 0.00 550.00
313378A43	FHLB Note 1.375% Due 03/09/2018	09/17/2013 09/18/2013 470,000.00	464,472.80 0.00 0.00 464,472.80	1,472.01 0.00 2,010.56 538.55	0.00 0.00 0.00 538.55	0.00 0.00 0.00 538.55
313379DD8	FHLB Note 1% Due 06/21/2017	03/14/2014 03/17/2014 565,000.00	566,553.75 0.00 0.00 566,553.75	2,511.11 2,825.00 156.94 470.83	0.00 0.00 0.00 470.83	0.00 0.00 0.00 470.83



Income Earned
11/30/16 Thru 12/31/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
313380FB8	FHLB Note 1.375% Due 09/13/2019	Various Various 540,000.00	536,816.60 0.00 0.00 536,816.60	1,608.75 0.00 2,227.50 618.75	0.00 0.00 0.00 618.75	0.00 0.00 0.00 618.75
3133EEJ50	FFCB Note 1.03% Due 05/11/2018	05/05/2015 05/11/2015 450,000.00	449,145.00 0.00 0.00 449,145.00	257.50 0.00 643.75 386.25	0.00 0.00 0.00 386.25	0.00 0.00 0.00 386.25
3133EFAN7	FFCB Note 0.75% Due 04/24/2017	09/23/2015 09/24/2015 550,000.00	551,045.00 0.00 0.00 551,045.00	423.96 0.00 767.71 343.75	0.00 0.00 0.00 343.75	0.00 0.00 0.00 343.75
3133EFSJ7	FFCB Note 1.3% Due 12/14/2018	12/10/2015 12/14/2015 550,000.00	549,279.50 0.00 0.00 549,279.50	3,316.81 3,575.00 337.64 595.83	0.00 0.00 0.00 595.83	0.00 0.00 0.00 595.83
3133EFW52	FFCB Note 1.15% Due 07/01/2019	04/08/2016 04/11/2016 400,000.00	401,956.00 0.00 0.00 401,956.00	1,916.67 0.00 2,300.00 383.33	0.00 0.00 0.00 383.33	0.00 0.00 0.00 383.33
3135G0D75	FNMA Note 1.5% Due 06/22/2020	12/17/2015 12/21/2015 575,000.00	568,778.50 0.00 0.00 568,778.50	3,809.38 4,312.50 215.63 718.75	0.00 0.00 0.00 718.75	0.00 0.00 0.00 718.75
3135G0E33	FNMA Note 1.125% Due 07/20/2018	Various Various 450,000.00	449,689.56 0.00 0.00 449,689.56	1,842.19 0.00 2,264.06 421.87	0.00 0.00 0.00 421.87	0.00 0.00 0.00 421.87
3135G0E58	FNMA Note 1.125% Due 10/19/2018	09/14/2016 09/15/2016 395,000.00	397,010.55 0.00 0.00 397,010.55	518.44 0.00 888.75 370.31	0.00 0.00 0.00 370.31	0.00 0.00 0.00 370.31
3135G0GY3	FNMA Note 1.25% Due 01/30/2017	09/17/2012 09/18/2012 400,000.00	409,328.00 0.00 0.00 409,328.00	1,680.56 0.00 2,097.22 416.66	0.00 0.00 0.00 416.66	0.00 0.00 0.00 416.66
3135G0MZ3	FNMA Note 0.875% Due 08/28/2017	08/15/2013 08/20/2013 545,000.00	535,429.80 0.00 0.00 535,429.80	1,231.93 0.00 1,629.32 397.39	0.00 0.00 0.00 397.39	0.00 0.00 0.00 397.39
3135G0RT2	FNMA Note 0.875% Due 12/20/2017	07/31/2015 07/31/2015 350,000.00	350,044.80 0.00 0.00 350,044.80	1,369.62 1,531.25 93.58 255.21	0.00 0.00 0.00 255.21	0.00 0.00 0.00 255.21



Income Earned
11/30/16 Thru 12/31/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
3135G0TG8	FNMA Note 0.875% Due 02/08/2018	12/11/2013 12/12/2013 590,000.00	579,757.60 0.00 0.00 579,757.60	1,620.45 0.00 2,050.66 430.21	0.00 0.00 0.00 430.21	0.00 0.00 0.00 430.21
3135G0WJ8	FNMA Note 0.875% Due 05/21/2018	05/05/2015 05/06/2015 450,000.00	447,472.80 0.00 0.00 447,472.80	109.38 0.00 437.50 328.12	0.00 0.00 0.00 328.12	0.00 0.00 0.00 328.12
3135G0YT4	FNMA Note 1.625% Due 11/27/2018	08/31/2015 08/31/2015 440,000.00	446,141.96 0.00 0.00 446,141.96	79.44 0.00 675.28 595.84	0.00 0.00 0.00 595.84	0.00 0.00 0.00 595.84
3137EADC0	FHLMC Note 1% Due 03/08/2017	08/20/2012 08/21/2012 535,000.00	538,386.55 0.00 0.00 538,386.55	1,233.47 0.00 1,679.31 445.84	0.00 0.00 0.00 445.84	0.00 0.00 0.00 445.84
3137EADK2	FHLMC Note 1.25% Due 08/01/2019	05/05/2015 05/06/2015 450,000.00	446,149.35 0.00 0.00 446,149.35	1,875.00 0.00 2,343.75 468.75	0.00 0.00 0.00 468.75	0.00 0.00 0.00 468.75
3137EADL0	FHLMC Note 1% Due 09/29/2017	09/23/2015 09/24/2015 525,000.00	527,709.00 0.00 0.00 527,709.00	904.17 0.00 1,341.67 437.50	0.00 0.00 0.00 437.50	0.00 0.00 0.00 437.50
3137EADM8	FHLMC Note 1.25% Due 10/02/2019	05/05/2015 05/06/2015 450,000.00	444,822.75 0.00 0.00 444,822.75	921.88 0.00 1,390.63 468.75	0.00 0.00 0.00 468.75	0.00 0.00 0.00 468.75
3137EADN6	FHLMC Note 0.75% Due 01/12/2018	07/28/2014 07/29/2014 490,000.00	480,954.59 0.00 0.00 480,954.59	1,418.96 0.00 1,725.21 306.25	0.00 0.00 0.00 306.25	0.00 0.00 0.00 306.25
3137EADP1	FHLMC Note 0.875% Due 03/07/2018	02/26/2015 02/27/2015 400,000.00	397,552.00 0.00 0.00 397,552.00	816.67 0.00 1,106.33 291.66	0.00 0.00 0.00 291.66	0.00 0.00 0.00 291.66
3137EADR7	FHLMC Note 1.375% Due 05/01/2020	08/24/2016 08/25/2016 455,000.00	460,332.60 0.00 0.00 460,332.60	521.35 0.00 1,042.71 521.36	0.00 0.00 0.00 521.36	0.00 0.00 0.00 521.36
36962G6K5	General Electric Capital Corp Note 1.6% Due 11/20/2017	11/24/2014 11/28/2014 270,000.00	272,208.60 0.00 0.00 272,208.60	132.00 0.00 492.00 360.00	0.00 0.00 0.00 360.00	0.00 0.00 0.00 360.00



Income Earned
11/30/16 Thru 12/31/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
459058ER0	Intl. Bank Recon & Development Note 1% Due 10/05/2018	03/30/2016 03/31/2016 450,000.00	449,667.00 0.00 0.00 449,667.00	700.00 0.00 1,075.00 375.00	0.00 0.00 0.00 375.00	0.00 0.00 375.00
594918BF0	Microsoft Note 1.3% Due 11/03/2018	10/29/2015 11/03/2015 130,000.00	129,870.00 0.00 0.00 129,870.00	131.44 0.00 272.28 140.84	0.00 0.00 0.00 140.84	0.00 140.84
747525AG8	Qualcomm Inc Note 1.4% Due 05/18/2018	06/16/2015 06/19/2015 220,000.00	219,205.80 0.00 0.00 219,205.80	94.11 0.00 350.78 256.67	0.00 0.00 0.00 256.67	0.00 256.67
808513AK1	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 03/10/2018	04/07/2015 04/10/2015 250,000.00	251,547.50 0.00 0.00 251,547.50	843.75 0.00 1,156.25 312.50	0.00 0.00 0.00 312.50	0.00 312.50
91159HHD5	US Bancorp Callable Note Cont 4/15/2017 1.65% Due 05/15/2017	05/19/2014 05/22/2014 250,000.00	254,227.50 0.00 0.00 254,227.50	183.33 0.00 527.08 343.75	0.00 0.00 0.00 343.75	0.00 343.75
912828L32	US Treasury Note 1.375% Due 08/31/2020	08/30/2016 08/31/2016 240,000.00	242,475.80 0.00 0.00 242,475.80	838.67 0.00 1,121.27 282.60	0.00 0.00 0.00 282.60	0.00 282.60
912828L40	US Treasury Note 1% Due 09/15/2018	10/29/2015 11/02/2015 450,000.00	449,667.52 0.00 0.00 449,667.52	957.18 0.00 1,342.54 385.36	0.00 0.00 0.00 385.36	0.00 385.36
912828M98	US Treasury Note 1.625% Due 11/30/2020	11/29/2016 11/30/2016 570,000.00	568,331.99 0.00 0.00 568,331.99	25.45 0.00 814.29 788.84	0.00 0.00 0.00 788.84	0.00 788.84
912828S43	US Treasury Note 0.75% Due 07/15/2019	08/01/2016 08/02/2016 435,000.00	434,780.56 0.00 0.00 434,780.56	1,232.30 0.00 1,507.13 274.83	0.00 0.00 0.00 274.83	0.00 274.83
912828SD3	US Treasury Note 1.25% Due 01/31/2019	04/29/2015 04/30/2015 400,000.00	401,095.09 0.00 0.00 401,095.09	1,671.20 0.00 2,092.39 421.19	0.00 0.00 0.00 421.19	0.00 421.19
912828ST8	US Treasury Note 1.25% Due 04/30/2019	Various Various 450,000.00	449,676.31 0.00 0.00 449,676.31	481.70 0.00 963.40 481.70	0.00 0.00 0.00 481.70	0.00 481.70



Income Earned
11/30/16 Thru 12/31/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
912828SY7	US Treasury Note 0.625% Due 05/31/2017	03/14/2014 03/17/2014 500,000.00	496,290.74 0.00 0.00 496,290.74	8.59 0.00 274.73 266.14	0.00 0.00 0.00 266.14	0.00 266.14
912828TH3	US Treasury Note 0.875% Due 07/31/2019	03/30/2016 03/31/2016 400,000.00	398,204.46 0.00 0.00 398,204.46	1,169.84 0.00 1,464.67 294.83	0.00 0.00 0.00 294.83	0.00 294.83
912828TW0	US Treasury Note 0.75% Due 10/31/2017	02/16/2016 02/17/2016 500,000.00	500,138.39 0.00 0.00 500,138.39	321.13 0.00 642.27 321.14	0.00 0.00 0.00 321.14	0.00 321.14
912828UB4	US Treasury Note 1% Due 11/30/2019	10/29/2015 11/02/2015 450,000.00	443,181.20 0.00 0.00 443,181.20	12.36 0.00 395.60 383.24	0.00 0.00 0.00 383.24	0.00 383.24
912828UL2	US Treasury Note 1.375% Due 01/31/2020	12/08/2016 12/09/2016 490,000.00	0.00 489,312.58 0.00 489,312.58	0.00 (2,398.40) 2,819.50 421.10	0.00 0.00 0.00 421.10	0.00 421.10
912828UU2	US Treasury Note 0.75% Due 03/31/2018	09/03/2014 09/04/2014 520,000.00	510,637.68 0.00 0.00 510,637.68	664.29 0.00 996.43 332.14	0.00 0.00 0.00 332.14	0.00 332.14
912828UV0	US Treasury Note 1.125% Due 03/31/2020	05/25/2016 05/27/2016 400,000.00	398,423.22 0.00 0.00 398,423.22	766.48 0.00 1,149.73 383.25	0.00 0.00 0.00 383.25	0.00 383.25
912828UZ1	US Treasury Note 0.625% Due 04/30/2018	Various Various 415,000.00	411,180.30 0.00 0.00 411,180.30	222.12 0.00 444.24 222.12	0.00 0.00 0.00 222.12	0.00 222.12
912828VK3	US Treasury Note 1.375% Due 06/30/2018	02/26/2015 02/27/2015 400,000.00	402,954.47 0.00 0.00 402,954.47	2,301.63 2,750.00 15.19 463.56	0.00 0.00 0.00 463.56	0.00 463.56
912828XK1	US Treasury Note 0.875% Due 07/15/2018	07/31/2015 07/31/2015 450,000.00	448,560.10 0.00 0.00 448,560.10	1,487.26 0.00 1,818.95 331.69	0.00 0.00 0.00 331.69	0.00 331.69
94974BFG0	Wells Fargo Corp Note 1.5% Due 01/16/2018	11/24/2014 11/28/2014 270,000.00	269,365.50 0.00 0.00 269,365.50	1,518.75 0.00 1,856.25 337.50	0.00 0.00 0.00 337.50	0.00 337.50



Income Earned
11/30/16 Thru 12/31/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
			22,561,790.04	59,423.16	0.00	
			489,312.58	17,930.55	0.00	
			494,668.80	62,990.96	0.00	0.00
TOTAL Fixed Income		22,585,000.00	22,556,433.82	21,498.35	21,498.35	21,498.35
Cash & Equivalent						
60934N807	Federated Prime Value Oblig Govt Oblig Fund Inst.		15,546.77	0.00	0.00	
		Various	8,618.73	0.76	0.00	
		Various	1,846.89	0.00	0.00	0.00
		22,318.61	22,318.61	0.76	0.76	0.76
			15,546.77	0.00	0.00	
			8,618.73	0.76	0.00	
			1,846.89	0.00	0.00	0.00
TOTAL Cash & Equivalent		22,318.61	22,318.61	0.76	0.76	0.76
			22,577,336.81	59,423.16	0.00	
			497,931.31	17,931.31	0.00	
			496,515.69	62,990.96	0.00	0.00
TOTAL PORTFOLIO		22,607,318.61	22,578,752.43	21,499.11	21,499.11	21,499.11



COUNTY OF SAN DIEGO INVESTMENT POOL TREASURY INVESTMENT RESULTS

DEC
2016

County of San Diego Treasurer-Tax Collector | 1600 Pacific Hwy, San Diego, CA 92101 | www.sdtreastax.com

SUMMARY PORTFOLIO STATISTICS

County of San Diego Pooled Money Fund As of December 31, 2016

	Par Value	Book Value	Market Value	% of Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealized Gain/Loss
Asset Backed Securities	137,285,000	137,169,262	137,035,375	1.45	99.818	943	-	1.222	1.222	60,024	(133,886)
CDARS	10,000,000	10,000,000	10,000,000	0.11	100.000	141	-	0.644	0.644	3,547	-
Collateralized CDs	45,000,000	45,000,000	45,000,000	0.48	100.000	94	-	0.609	0.609	2,980	-
Commercial Paper Disc	2,325,000,000	2,316,460,903	2,311,425,545	24.54	99.416	110	-	1.141	1.141	-	(5,035,358)
FDIC CDs	849,500	849,500	849,500	0.01	100.000	139	-	0.562	0.562	430	-
Federal Agency - Step Up	335,945,000	335,945,000	330,770,795	3.56	98.460	1,718	88	1.885	1.422	1,151,157	(5,174,205)
Federal Agency Amer Callable	50,000,000	50,000,000	49,800,500	0.53	99.601	806	76	1.290	1.290	184,583	(199,500)
Federal Agency Bern Callable	369,535,000	369,477,090	367,379,441	3.91	99.417	714	65	1.163	1.163	580,883	(2,097,649)
Federal Agency Coupon Securities	1,035,000,000	1,038,416,712	1,031,953,180	11.00	99.721	745	91	1.131	1.131	2,968,330	(6,463,533)
Federal Agency Euro Callable	525,000,000	524,999,773	520,219,950	5.56	99.090	943	176	1.264	1.264	1,295,659	(4,779,823)
Money Market Accounts	507,800,000	507,800,000	507,905,000	5.38	100.021	1	-	0.322	0.322	102,941	105,000
Negotiable CDs	2,828,500,000	2,828,500,000	2,828,500,000	29.96	100.000	112	-	1.125	1.125	7,530,623	-
Repurchase Agreements	7,914,929	7,914,929	7,914,929	0.08	100.000	1	-	0.010	0.010	6	-
Supranational Callable	181,350,000	181,340,963	180,433,750	1.92	99.495	1,006	148	1.225	1.225	387,777	(907,213)
Supranationals	244,500,000	243,751,507	241,716,595	2.58	98.865	757	53	1.157	1.100	414,996	(2,034,912)
Treasury Coupon Securities	839,000,000	843,273,060	840,179,600	8.93	100.144	676	-	1.024	1.024	3,236,893	(3,093,460)
Totals for December 2016	9,442,679,429	9,440,898,699	9,411,084,160	100.00	99.628	401	103	1.115	1.097	17,920,829	(29,814,539)
Totals for November 2016	7,941,885,673	7,944,548,909	7,919,180,592	100.00	99.674	423	124	1.050	1.030	16,453,617	(25,368,317)
Change From Prior Month	1,500,793,757	1,496,349,790	1,491,903,568		(0.046)	(22)	(21)	0.065	0.067	1,467,212	(4,446,222)
Portfolio Effective Duration	0.93 years										
	Monthly Return	Annualized	Fiscal Year To Date Return	Annualized	Calendar Year To Date Return	Annualized					
Book Value	0.088%	1.038%	0.496%	0.983%	0.853%	0.850%					
Market Value	0.088%	1.041%	0.496%	0.984%	0.853%	0.850%					

Note

Yield to maturity (YTM) is the estimated rate of return on a bond given its purchase price, assuming all coupon payments are made on a timely basis and reinvested at this same rate of return to the maturity date.

Yield to call (YTC) is the estimated rate of return on a bond given its purchase price, assuming all coupon payments are made on a timely basis and reinvested at this same rate of return to the call date.

Yield to worst (YTW) is the lesser of yield to maturity or yield to call, reflecting the optionality of the bond issuer.

Yields for the portfolio are aggregated based on the book value of each security.

* All investments held during the month of December 2016 were in compliance with the Investment Policy dated January 1, 2016.

ORGL0046

COSD General Ledger Activity Report

Run Date:01/10/17 12:11:11

Page: 1 of 2

Report Parameters :

Currency : USD
 Fund Low : 44077
 Fund High : 44077
 Org Low :
 Org High :
 Dept :
 Account Low :
 Account High :
 Period : DEC-16
 Balance Type : Actual

ORGL0046

COSD General Ledger Activity Report
 Period DEC-16

Run Date 01/10/17 12:11:11
 Page: 2 of 2

Org	SOURCE	CATEGORY	NAME	DESCRIPTION	LINE ITEM	SOURCE ITEM GL DATE	DEBITS	CREDITS
FUND : 44077	NATIONAL CITY INVESTMENT FUND							
ACCOUNT : 10100	CASH IN TREASURY							
					Beginning Balance :		5,101,147.95	
					Total :			
							0.00	0.00
					Ending Balance :		5,101,147.95	
ACCOUNT : 34100	FUND BALANCE AVAILABLE - ACTUAL BASIS				Beginning Balance :			5,090,049.69
					Total :			
							0.00	0.00
					Ending Balance :			5,090,049.69
ACCOUNT : 80468	INTEREST RECEIPTS				Beginning Balance :			11,098.26
					Total :			
							0.00	0.00
					Ending Balance :			11,098.26
					Grand Total :		0.00	0.00

ORGL0046

COSD General Ledger Activity Report

Run Date:02/07/17 14:43:09
Page: 1 of 3

Report Parameters :

Currency : USD
 Fund Low : 44077
 Fund High : 44077
 Org Low :
 Org High :
 Dept :
 Account Low :
 Account High :
 Period : JAN-17
 Balance Type : Actual

ORGL0046

COSD General Ledger Activity Report
Period JAN-17Run Date 02/07/17 14:43:09
Page: 2 of 3

Org	SOURCE	CATEGORY	NAME	DESCRIPTION	LINE ITEM	SOURCE ITEM GL DATE	DEBITS	CREDITS
FUND : 44077	NATIONAL CITY INVESTMENT FUND							
ACCOUNT : 10100	CASH IN TREASURY							
						Beginning Balance :	5,101,147.95	
00000 DEFAULT	MassAllocation	Cash Allocation	INTEREST CASH DISTRIBUT	INTEREST APPORTIONMENT		20-JAN-17	10,956.98	0.00
						Total :	10,956.98	0.00
						Ending Balance :	5,112,104.93	
ACCOUNT : 10750	DUE FROM / DUE TO - INTEREST APPORTIONMENT					Beginning Balance :	0.00	
00000 DEFAULT	MassAllocation	Cash Allocation	INTEREST CASH DISTRIBUT	Intracompany balancing		20-JAN-17	0.00	10,956.98
00000 DEFAULT	MassAllocation	Interest Allocatio	INTEREST EARNINGS DISTR	Intracompany balancing		20-JAN-17	10,956.98	0.00
						Total :	10,956.98	10,956.98
						Ending Balance :	0.00	
ACCOUNT : 34100	FUND BALANCE AVAILABLE - ACTUAL BASIS					Beginning Balance :		5,090,049.69
						Total :	0.00	0.00
						Ending Balance :		5,090,049.69
ACCOUNT : 44105	INTEREST ON DEPOSITS&INV					Beginning Balance :	0.00	

00000	DEFAULT	MassAllocation	Interest Allocatio	INTEREST TRANSFER FOR T	TRANSFER INTEREST FROM	20-JAN-17	10,956.98	0.00
00000	DEFAULT	MassAllocation	Interest Allocatio	INTEREST EARNINGS DISTR	DISTRIBUTE INTEREST EA	20-JAN-17	0.00	10,956.98
Total :							10,956.98	10,956.98
Ending Balance :							0.00	

ORGL0046

COSD General Ledger Activity Report
Period JAN-17

Run Date 02/07/17 14:43:09
Page: 3 of 3

Org	SOURCE	CATEGORY	NAME	DESCRIPTION	LINE ITEM	SOURCE ITEM GL DATE	DEBITS	CREDITS
FUND : 44077	NATIONAL CITY INVESTMENT FUND							
ACCOUNT : 80468	INTEREST RECEIPTS							
Beginning Balance :								11,098.26
00000	DEFAULT	MassAllocation	Interest Allocatio	INTEREST TRANSFER FOR T	TRANSFER INTEREST FROM	20-JAN-17	0.00	10,956.98
Total :							0.00	10,956.98
Ending Balance :								22,055.24
Grand Total :							32,870.94	32,870.94

End Of Report

The following page(s) contain the backup material for Agenda Item: Warrant Register #25 for the period of 12/14/16 through 12/20/16 in the amount of \$1,977,749.29.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Warrant Register #25 for the period of 12/14/16 through 12/20/16 in the amount of \$1,977,749.29.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: W. R. R. R.

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 12/14/16 through 12/20/16.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Tyler Technologies Inc	326800	57,457.15	Eden Support FY 2017
Public Emp Retirement System	12142016	408,131.22	Service Period 11/22/16 – 12/05/16
US Bank	259380	61,926.50	PARS Defined Benefits / C. Silva

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$1,977,749.29.

APPROVED: W. R. R. R.

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,977,749.29.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #25



WARRANT REGISTER #25
12/20/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WILLIAMS, C	EVOC TRAINING EXP/PD	326685	12/19/16	287.24
AFLAC	AFLAC ACCT BDM36 / JANUARY 2017	326686	12/20/16	642.08
ALERT ALL CORPORATION	IMP. ECONOMY PENCIL - / FIRE	326687	12/20/16	2,046.47
ALOCA SIGNAGE	REFUND OF FEES / BUILDING	326688	12/20/16	532.80
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT OUTREACH SERVICES / DECEMBER	326689	12/20/16	10,000.00
ARILLO, J	RE-ISSUED RETURNED PAYCHECK - ACC CLOSED	326690	12/20/16	133.48
ARJIS	ARJIS ESUN OPERATION COSTS THROUGH 6/30/17	326691	12/20/16	11,663.00
AT&T	ATT INVOICE NOVEMBER 2016	326692	12/20/16	8,698.49
AT&T	ATT INVOICE NOVEMBER 2016	326693	12/20/16	148.44
AT&T MOBILITY	AT&T INVOICE NOVEMBER 2016	326694	12/20/16	2,267.10
AT&T MOBILITY	AT&T INVOICE NOVEMBER 2016	326695	12/20/16	69.91
ATKINS NORTH AMERICA INC	ALLEY DESIGN SERVICES PROJECT	326696	12/20/16	14,245.50
BARAJAS, V	TRAVEL REIMBURSEMENT / CPRC	326697	12/20/16	195.38
BAVENCOFF JR, D	TRAINING REIMBURSEMENT/BAVENCOFF PD	326698	12/20/16	123.88
BICKMORE	ACTUARIAL REVIEW / GEN LIABILITY & WC PROJECT	326699	12/20/16	6,500.00
BJ'S RENTALS	BOOM 34' TOWABLE GENIE / PW	326700	12/20/16	487.00
BOOT WORLD	MOP#76986 WEARING APPAREL / PW	326701	12/20/16	475.00
CAL UNIFORMS INC	MIDNIGHT NAVY PANTS / FIRE	326702	12/20/16	805.59
CALIFA GROUP	CENIC BROADBAND	326703	12/20/16	4,677.00
CALIFORNIA COMMERCIAL SECURITY	MOP#72654 SUPPLIES / PW	326704	12/20/16	447.36
CARAVANTES, S	REFUND / OVERPAYMENT ON INS PREMIUMS	326705	12/20/16	1,137.20
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / OCT 2016	326706	12/20/16	410.20
CITY OF SAN DIEGO	WASTE MONITORING	326707	12/20/16	1,343.00
CLEAN HARBORS	HOUSEHOLD HAZARDOUS WASTE PICKUP	326708	12/20/16	234.60
CLF WAREHOUSE	MOP#80331 AUTO SUPPLIES / PW	326709	12/20/16	177.89
COHERO	SUPPORT - AFR/RMS FY17 / MIS	326710	12/20/16	26,000.00
CORDERO, E	TRAINING REIMB / CORDERO PD	326711	12/20/16	212.63
COUNTY OF SAN DIEGO	SHARE OF PARKING CITATION REVENUE / NOV	326712	12/20/16	7,090.00
COX COMMUNICATIONS	COX INVOICE DECEMBER 2016	326713	12/20/16	3,948.37
CSAC EXCESS INS AUTHORITY	EWC PREMIUM - EXCESS WORKERS COMP	326714	12/20/16	4,789.00
DANIELS TIRE SERVICE	MOP#76986 TIRES / PW	326715	12/20/16	367.78
DAY WIRELESS SYSTEMS	RADIO PROGRAMMING / FIRE	326716	12/20/16	189.86
DELL MARKETING L P	LAPTOPS LATITUDE / MIS	326717	12/20/16	6,286.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULT / HR	326718	12/20/16	546.00
E2 MANAGE TECH INC	2020 HOOVER UST PROJECT	326719	12/20/16	5,860.00
EXPERIAN	CREDIT CHECK REVIEW / POLICE DEPARTMENT	326720	12/20/16	30.40
FLEET SERVICES INC	AUTO SUPPLIES / PW	326721	12/20/16	1,269.60
GONZALEZ, A	ADVANCED DISABILITY PENSION	326722	12/20/16	3,816.10
GOVCONNECTION INC	SAMSUNG 74.5" J6300 FULL HD LED-LCD / MIS	326723	12/20/16	4,881.25
GOVERNMENT FINANCE OFFICERS ASSOC	FY2016 COMPREHENSIVE FINANCIAL REPORT	326724	12/20/16	580.00
GOVERNMENT FINANCE OFFICERS ASSOC	FY2016 POPULAR ANNUAL FINANCIAL REPORT	326725	12/20/16	225.00
GRAINGER	MOP#65179 SUPPLIES / PW	326726	12/20/16	274.33
GREEN PRO SOLUTIONS	HIGH HEAT GRANULAR NEEDLES SEWER SOLVENT	326727	12/20/16	390.50
GROSSMAN PSYCHOLOGICAL	PRE EMPLOYMENT PSYCHOLOGICAL EVALS/PD	326728	12/20/16	300.00
GTC SYSTEMS INC	GTC NETWORK ENGINEERING SUPPORT	326729	12/20/16	15,892.50
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX/JUL-SEPT	326730	12/20/16	2,640.00
HINDERLITER DE LLAMAS & ASSOC	CONTRACT SVCS - SALES TAX 4TH QTR	326731	12/20/16	39,413.64
JERAULDS CAR CARE CENTER	MOP#72449 AUTO SUPPLIES / PW	326732	12/20/16	275.00
JOHN STUCKEY	TACTICS CLASS	326733	12/20/16	1,870.27



WARRANT REGISTER #25

12/20/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
JOHNSON, S	REIMBURSEMENT / SUPPLIES FOR TINY TOTS	326734	12/20/16	78.94
KONICA MINOLTA	COPIER EQUIPMENT LEASE / NOV 2016	326735	12/20/16	4,338.41
KTU&A	DOWNTOWN SPECIFIC PLAN PROJECT	326736	12/20/16	19,513.32
LACAL EQUIPMENT INC	HOSE CUFFS / PW	326737	12/20/16	412.79
LASER SAVER INC	MOP 45725. PRINTER INK / CASA DE SALUD	326738	12/20/16	1,452.05
LEFORTS SMALL ENGINE REPAIR	MOP#80702 AUTO SUPPLIES / PW	326739	12/20/16	171.87
LOPEZ, T	INTERPRETATION SERVICES - 12-06-16 COUNCIL	326740	12/20/16	140.00
CASTAGNA, M	REFUND OF FEES / BUILDING	326741	12/20/16	611.50
MASON'S SAW	MOP 45729. SAW SUPPLIES / FIRE	326742	12/20/16	55.53
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO SUPPLIES / PW	326743	12/20/16	807.31
MUNISERVICES LLC	CAFR REPORT / FINANCE	326744	12/20/16	475.00
NATIONAL CITY AUTO TRIM	MOP#72441 AUTO SUPPLIES / PW	326745	12/20/16	245.25
NATIONAL CITY CHAMBER	NC TOURISM MARKETING DISTRICT FEE/OCT 20	326746	12/20/16	28,564.64
NATIONAL CITY CHAMBER	NC COMMUNITY ENHANCEMENT JAN 2017 - JUNE	326747	12/20/16	25,000.00
NATIONAL CITY CHAMBER	NC CHAMBER MEETING / M MORRISON	326748	12/20/16	15.00
NATIONAL CITY TROPHY	MOP 66556 POLICE DEPARTMENT PLAQUE	326749	12/20/16	239.99
NC HISTORICAL SOCIETY	ANNUAL HOLIDAY DINNER / M MORRISON	326750	12/20/16	50.00
NC HISTORICAL SOCIETY	ANNUAL HOLIDAY DINNER / CM RIOS	326751	12/20/16	25.00
NCPOA	NCPOA / COUNCIL OFFICE - MENDIVIL / DEC 2016	326752	12/20/16	50.00
OCANA, A	TRAINING REIMB / PD	326753	12/20/16	80.24
OFFICER SURVIVAL SOLUTIONS	TRAUMA PATROL PACKS	326754	12/20/16	530.12
OPPER & VARCO LLP	LEGAL SERVICES AGMT/SUCCESSOR AGENCY	326755	12/20/16	650.00
O'REILLY AUTO PARTS	MOP#75877 AUTO SUPPLIES / PW	326756	12/20/16	656.83
PACIFIC HIGHWAY RENTALS LLC	LIGHT TOWER RENTAL PROJECT	326757	12/20/16	3,906.00
PAUL C MALONE	ECONOMIC DEVELOPMENT SVCS / JUN-OCT	326758	12/20/16	12,761.00
PENSKE FORD	MOP#49078 AUTO SUPPLIES / PW	326759	12/20/16	1,099.82
PERRY FORD	MOP#45703 AUTO SUPPLIES / PW	326760	12/20/16	184.81
POLICE EXECUTIVE RESEARCH	MEMBERSHIP POLICE EXECUTIVE RESEARCH	326761	12/20/16	200.00
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO SUPPLIES / PW	326762	12/20/16	275.35
PRO BUILD	MOP#45707 SUPPLIES / PW	326763	12/20/16	2,782.89
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SUPPLIES / PW	326764	12/20/16	609.57
RIVERSIDE COMMUNITY	TRAINING TUITION/HONOR GUARD / PD	326765	12/20/16	276.00
SAFE RESTRAINTS INC	7 STANDARD WRAP / PD	326766	12/20/16	9,272.40
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO SUPPLIES / PW	326767	12/20/16	352.99
SAN DIEGO FRICTION PRODUCTS	MOP#80333 AUTO SUPPLIES / PW	326768	12/20/16	2,208.58
SAN DIEGO PET SUPPLY	MOP 45753 POLICE K9 SUPPLIES	326769	12/20/16	238.38
SAN DIEGO PR	NATIONAL CITY NEWS / SD PR / CMO	326770	12/20/16	600.00
SAN DIEGO REGIONAL COMPUTER	FY 2016 INVESTIGATIVE SERVICE FEE	326771	12/20/16	12,000.00
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	326772	12/20/16	2,429.20
SCST INC	PARADISE CREEK REST. PROJECT	326773	12/20/16	2,822.00
SDG&E	GAS AND ELECTRIC UTILITIES SERVICES	326774	12/20/16	71.11
SHERWIN WILLIAMS	MOP#77816 PAINT SUPPLIES / PW	326775	12/20/16	1,733.27
SHINN, D	REIMBURSEMENT / SUPPLIES FOR TINY TOTS	326776	12/20/16	52.49
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 PARKS SUPPLIES / PW	326777	12/20/16	658.96
SMART & FINAL	MOP 45756. SUPPLIES / COMM SVCS DEPT	326778	12/20/16	264.31
SMART SOURCE OF CALIFORNIA LLC	DOOR HANGERS & FOLDERS / PLANNING	326779	12/20/16	1,561.10
SMART SOURCE OF CALIFORNIA LLC	VEHICLE IMPOUND WARNING DECALS	326780	12/20/16	502.50
SOUTH COAST EMERGENCY	LABOR PERFORMED ON EMERGENCY VEHICLE	326781	12/20/16	724.67
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL	326782	12/20/16	238.07



WARRANT REGISTER #25
12/20/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
POWERS, S	FITNESS CLASS / WELLNESS PROGRAM / NOV 2016	326783	12/20/16	100.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 / CITYWIDE OFFICE SUPPLIES	326784	12/20/16	2,144.60
STAPLES BUSINESS ADVANTAGE	MOP 45704 / 1099 6X9 ENVELOPES	326785	12/20/16	86.26
STARTECH COMPUTERS	MOP 10471 / COMPUTER SUPPLIES / MIS	326786	12/20/16	35.00
TERRA BELLA NURSERY INC	HORTICULTURAL ITEMS / PARKS	326787	12/20/16	776.95
THE BANK OF NEW YORK MELLON	CUSTODIAN FEES / APRIL - JUNE 2016	326788	12/20/16	600.00
THE CENTRE FOR ORGANIZATION	SUPERVISOR'S ACADEMY TRAINING	326789	12/20/16	775.00
THE COUNSELING TEAM	MONTHLY SERVICE FEE FOR EMPLOYEE SUPPORT	326790	12/20/16	800.00
THE ENGRAVING STORE	FLAG BOX / PD	326791	12/20/16	178.18
THE HOME DEPOT CREDIT SERVICES	CHRISTMAS LIGHTS / PW	326792	12/20/16	3,002.22
THE LIGHTHOUSE INC	MOP#45726 AUTO SUPPLIES / PW	326793	12/20/16	541.57
THE PUN GROUP LLP	INDEPENDENT AUDITING SERVICES / FINANCE	326794	12/20/16	23,300.00
THE STAR NEWS PUBLISHING COMP	ADVERTISING OF BID / FINANCE	326795	12/20/16	74.31
TIERRA WEST ADVISORS INC	AMORTIZATION SERVICES/PLANNING	326796	12/20/16	1,040.00
TOPECO PRODUCTS	MOP#63849 AUTO SUPPLIES / PW	326797	12/20/16	590.09
TOYOTA SAN DIEGO	TOYOTA HIGHLANDER POLICE VEHICLE	326798	12/20/16	38,563.45
TURF STAR	TIRES / PW	326799	12/20/16	1,572.93
TYLER TECHNOLOGIES INC	EDEN SUPPORT FY 2017	326800	12/20/16	57,457.15
U S BANK	POLICE TRAINING CREDIT CARD	326801	12/20/16	1,968.65
UNITED ROTARY BRUSH CORP	MOP#62863 AUTO SUPPLIES / PW	326802	12/20/16	930.23
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 ELECTRIC SUPPLIES / PW	326803	12/20/16	881.23
VERIZON WIRELESS	VERIZON NOVEMBER 2016	326804	12/20/16	1,053.07
VISION SERVICE PLAN	VISION SERVICE PLAN (CA) / DECEMBER 2016	326805	12/20/16	568.56
VISTA PAINT	MOP#68834 PAINT SUPPLIES / PW	326806	12/20/16	1,083.76
WESTFLEX INDUSTRIAL	SCREEN STRAINER / PW	326807	12/20/16	1,489.44
WILLY'S ELECTRONIC SUPPLY	MOP 00351 ELECTRICAL SUPPLIES / MIS	326808	12/20/16	339.79
ZAMUDIO, M	BANNER PERMIT APPLICATION REFUND	326809	12/20/16	1,975.00
OLIVERIA, H	REIMB / NAN MCKAY FAIR HOUSING TRAINING / SEC 8	326810	12/20/16	977.32
A/P Total				479,790.86
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/22/16 - 12/05/16	12142016	12/14/16	408,131.22
US BANK	PARS DEFINED BENEFITS / C. SILVA	259380	12/19/16	61,926.50
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET NOVEMBER 2016	296499	12/14/16	23,560.71
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE DEC 2016	829735	12/16/16	506.00
SECTION 8 HAPS				
	Start Date	End Date		
	12/14/2016	12/20/2016		2,919.14
PAYROLL				
Pay period	Start Date	End Date	Check Date	
26	12/6/2016	12/19/2016	12/28/2016	1,000,914.86
GRAND TOTAL				<u>\$1,977,749.29</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 21st OF FEBRUARY, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #26 for the period of 12/21/16 through 12/27/16 in the amount of \$0.00. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO.

ITEM TITLE:

Warrant Register #26 for the period of 12/21/16 through 12/27/16 in the amount of \$0.00. (Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 12/21/16 through 12/27/16.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
---------------	-------------------	---------------	--------------------

No Warrants issued for the period of 12/21/16 – 12/27/16.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$0.00

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$0.00

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #26



WARRANT REGISTER #26
12/27/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
--------------	--------------------	---------------	-------------	---------------

NO WARRANTS ISSUED FOR THE WEEK OF
12/21/2016 - 12/27/2016. HOLIDAY / CITY CLOSURE

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 21st OF FEBRUARY, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #27 for the period of 12/28/16 through 01/03/17 in the amount of \$2,316,190.53.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #27 for the period of 12/28/16 through 01/03/17 in the amount of \$2,316,190.53.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 12/14/16 through 12/20/16.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
SDG&E	326885	61,262.20	Streets Division Gas & Electric Utilities
Public Emp Ret System	12282016	406,563.41	Service Period 12/06/16 – 12/19/16

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$2,316,190.53.

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,316,190.53.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #27



WARRANT REGISTER #27

1/3/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS / JAN 2017	326811	1/3/17	160.00
ALDEMCO	FOOD / NUTRITION CENTER	326812	1/3/17	2,639.23
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	326813	1/3/17	636.82
ANDERSON, E	RETIREE HEALTH BENEFITS / JAN 2017	326814	1/3/17	110.00
BEARD, P	RETIREE HEALTH BENEFITS / JAN 2017	326815	1/3/17	70.00
BECK, L	RETIREE HEALTH BENEFITS / JAN 2017	326816	1/3/17	140.00
BISHOP, R	RETIREE HEALTH BENEFITS / JAN 2017	326817	1/3/17	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / JAN 2017	326818	1/3/17	260.00
BOYD JR, P	RETIREE HEALTH BENEFITS / JAN 2017	326819	1/3/17	145.00
BULL, P	RETIREE HEALTH BENEFITS / JAN 2017	326820	1/3/17	580.00
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 SUPPLIES / PW	326821	1/3/17	233.94
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 ELECTRIC MATERIAL / PW	326822	1/3/17	829.32
CARRILLO, R	RETIREE HEALTH BENEFITS / JAN 2017	326823	1/3/17	290.00
COLE, L	RETIREE HEALTH BENEFITS / JAN 2017	326824	1/3/17	165.00
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF CHEMICAL POOL SUPPLIES / PW	326825	1/3/17	762.08
CONDON, D	RETIREE HEALTH BENEFITS / JAN 2017	326826	1/3/17	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS / JAN 2017	326827	1/3/17	140.00
COUNTY OF SAN DIEGO	PERMIT RENEWAL / ENG	326828	1/3/17	250.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS / JAN 2017	326830	1/3/17	250.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2017	326831	1/3/17	829.19
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST SVCS	326832	1/3/17	806.00
DESROCHERS, P	RETIREE HEALTH BENEFITS / JAN 2017	326833	1/3/17	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / JAN 2017	326834	1/3/17	70.00
DILLARD, S	RETIREE HEALTH BENEFITS / JAN 2017	326835	1/3/17	480.00
DREDGE, J	RETIREE HEALTH BENEFITS / JAN 2017	326836	1/3/17	250.00
DUNBAR ARMORED INC	ARMORED SERVICES / FINANCE	326837	1/3/17	655.16
EISER III, G	RETIREE HEALTH BENEFITS / JAN 2017	326838	1/3/17	250.00
FABINSKI, D	RETIREE HEALTH BENEFITS / JAN 2017	326839	1/3/17	220.00
FIFIELD, K	RETIREE HEALTH BENEFITS / JAN 2017	326840	1/3/17	540.00
GELSKEY, K	RETIREE HEALTH BENEFITS / JAN 2017	326841	1/3/17	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / JAN 2017	326842	1/3/17	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / JAN 2017	326843	1/3/17	480.00
GOODYEAR TIRE & RUBBER COMPANY	TIRES FOR CITY FLEET FY 2017	326844	1/3/17	1,396.35
HANSON, E	RETIREE HEALTH BENEFITS / JAN 2017	326845	1/3/17	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / JAN 2017	326846	1/3/17	500.00
HAUG, S	RETIREE HEALTH BENEFITS / JAN 2017	326847	1/3/17	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS / JAN 2017	326848	1/3/17	400.00
HODGES, B	RETIREE HEALTH BENEFITS / JAN 2017	326849	1/3/17	200.00
HONDO, E	RETIREE HEALTH BENEFITS / JAN 2017	326850	1/3/17	110.00
IBARRA, J	RETIREE HEALTH BENEFITS / JAN 2017	326851	1/3/17	780.00
JAMES, R	RETIREE HEALTH BENEFITS / JAN 2017	326852	1/3/17	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / JAN 2017	326853	1/3/17	50.00
KIMBLE, R	RETIREE HEALTH BENEFITS / JAN 2017	326854	1/3/17	300.00
LANDA, A	RETIREE HEALTH BENEFITS / JAN 2017	326855	1/3/17	155.00
LEON, L	RETIREE HEALTH BENEFITS / JAN 2017	326856	1/3/17	500.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / JAN 2017	326857	1/3/17	160.00
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES / PW	326858	1/3/17	971.41
MATIENZO, M	RETIREE HEALTH BENEFITS / JAN 2017	326859	1/3/17	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / JAN 2017	326860	1/3/17	280.00



WARRANT REGISTER #27
1/3/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MEDINA, R	RETIREE HEALTH BENEFITS / JAN 2017	326861	1/3/17	105.00
MINER, D	RETIREE HEALTH BENEFITS / JAN 2017	326862	1/3/17	580.00
MYERS, B	RETIREE HEALTH BENEFITS / JAN 2017	326863	1/3/17	140.00
NATIONAL CITY ELECTRIC	CITY WIDE ONSITE ELECTRICAL SVCS / PW	326864	1/3/17	1,515.00
NATIONAL TRAINING CONCEPTS	TUITION TRAINING FIREARMS/BARAWED / PD	326865	1/3/17	557.00
NOTEWARE, D	RETIREE HEALTH BENEFITS / JAN 2017	326866	1/3/17	120.00
O'REILLY AUTO PARTS	MOP#75877 AUTO SUPPLIES / PW	326867	1/3/17	47.94
PACIFIC AUTO REPAIR	SMOG CERTIFICATION / REPAIRS FOR CITY	326868	1/3/17	110.00
PAUU JR, P	RETIREE HEALTH BENEFITS / JAN 2017	326869	1/3/17	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / JAN 2017	326870	1/3/17	140.00
PENSKE FORD	R&M CITY VEHICLES FOR FY 2017	326871	1/3/17	759.63
PETERS, S	RETIREE HEALTH BENEFITS / JAN 2017	326872	1/3/17	290.00
POST, R	RETIREE HEALTH BENEFITS / JAN 2017	326873	1/3/17	280.00
PRO BUILD	MOP#45707 SUPPLIES/PW	326874	1/3/17	1,389.30
PRO-EDGE KNIFE	KNIFE SHARPENING SERVICE / NUTRITION	326875	1/3/17	46.00
PRUDENTIAL OVERALL SUPPLY	MOP#445742 LAUNDRY / PW	326876	1/3/17	591.42
RAY, S	RETIREE HEALTH BENEFITS / JAN 2017	326877	1/3/17	190.00
ROARK, L	RETIREE HEALTH BENEFITS / JAN 2017	326878	1/3/17	135.00
RUIZ, J	RETIREE HEALTH BENEFITS / JAN 2017	326879	1/3/17	310.00
SAFRAN MORPHOTRUST	NEW EMPLOYEE FINGERPRINT TEST SVCS	326880	1/3/17	46.00
SAN DIEGO COUNTY	TUITION OPTIONS BASED / GIL/SULLIVAN PD	326881	1/3/17	20.00
SAN DIEGO FRICTION PRODUCTS	MOP#80333 AUTO SUPPLIES / PW	326882	1/3/17	282.63
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	326883	1/3/17	2,002.85
SAN DIEGO MIRAMAR COLLEGE	TUITION BASIC TRAFFIC/DURAN PD	326884	1/3/17	92.00
SDG&E	STREETS DIVISION GAS & ELECTRIC UTILITIES	326885	1/3/17	61,262.20
SEAPORT MEAT COMPANY	MEAT FOR NUTRITION CENTER	326886	1/3/17	984.29
SERVATIUS, J	RETIREE HEALTH BENEFITS / JAN 2017	326887	1/3/17	340.00
SHORT, C	RETIREE HEALTH BENEFITS / JAN 2017	326888	1/3/17	300.00
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 HORTICULTURAL ITEMS / PW	326889	1/3/17	484.79
SMITH, J	RETIREE HEALTH BENEFITS / JAN 2017	326890	1/3/17	320.00
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL / PW	326891	1/3/17	140.21
STEWART, W	RETIREE HEALTH BENEFITS / JAN 2017	326892	1/3/17	200.00
STRASEN, W	RETIREE HEALTH BENEFITS / JAN 2017	326893	1/3/17	135.00
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	326894	1/3/17	538.70
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	326895	1/3/17	4,975.95
TIPTON, B	RETIREE HEALTH BENEFITS / JAN 2017	326896	1/3/17	250.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2017	326897	1/3/17	156.00
UNITED PARCEL SERVICE	UPS SHIPMENT / FINANCE	326898	1/3/17	6.02
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING / PW	326899	1/3/17	768.61
VERRY, L	RETIREE HEALTH BENEFITS / JAN 2017	326900	1/3/17	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / JAN 2017	326901	1/3/17	480.00
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	326902	1/3/17	1,760.98
WHITE, J	RETIREE HEALTH BENEFITS / JAN 2017	326903	1/3/17	230.00
ZENGOTA, V	RETIREE HEALTH BENEFITS / JAN 2017	326904	1/3/17	300.00

A/P Total 103,277.02

WIRED PAYMENTS

PUBLIC EMP RETIREMENT SYSTEM

SERVICE PERIOD 12/06/16 - 12/19/16

12282016 12/28/16 406,563.41



WARRANT REGISTER #27
1/3/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>		<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SECTION 8 HAPS	Start Date	End Date			830,901.20
	12/28/2016	1/3/2017			
PAYROLL					
Pay period	Start Date	End Date	Check Date		975,448.90
27	12/20/2016	1/2/2017	1/11/2017		
GRAND TOTAL					<u>\$2,316,190.53</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 21st OF FEBRUARY, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Title 16 of the National City Municipal Code by renumbering Chapter 16.09 to Chapter 16.10 and adding a new Chapter 16.09 establishing a Veterans and Military Families Advisory Committ

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. |


ITEM TITLE:

An ordinance of the City Council of the City of National City amending Title 16 of the National City Municipal Code by renumbering Chapter 16.09 to Chapter 16.10 and adding a new chapter 16.09 establishing a Veterans and Military Families Advisory Committee.

PREPARED BY: Lauren Maxilom, Management Analyst II

LM

DEPARTMENT: City Manager's Office

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO. n/a

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

n/a

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☒

STAFF RECOMMENDATION:

Adopt the Ordinance

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

- 1) Staff report
- 2) Proposed ordinance
- 3) Staff report from February 7, 2017 City Council meeting

ORDINANCE NO. 2017 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING TITLE 16 OF THE NATIONAL CITY MUNICIPAL CODE
BY RENUMBERING CHAPTER 16.09 TO CHAPTER 16.10 AND ADDING
A NEW CHAPTER 16.09 ESTABLISHING A VETERANS AND
MILITARY FAMILIES ADVISORY COMMITTEE

WHEREAS, at the March 1, 2016 regular City Council meeting, the City Council approved the City Manager's recommendation to form a working group whose task was to develop a recommendation to the City Council to form a military advisory committee and its purpose and responsibilities; and

WHEREAS, the working group presented a report to the City Council at the October 4, 2016 City Council meeting regarding the creation of a Veterans and Military Families Advisory Committee (the "Committee") made up of volunteers charged with advising the City Council on matters related to the support of our veterans and military community, making recommendations to the City Council with respect to veterans and military service member related issues, ceremonies, and other activities that occur within National City, and providing a forum for discussion of issues relating to veterans and military families; and

WHEREAS, the Committee would also provide advice and assistance to National City residents regarding resources available for veterans and military families and act as a conduit of communication and coordination between the local veteran and military community, and the City of National City.

NOW THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. Title 16 of the National City Municipal Code is amended by amending the Table of Contents to read as follows:

TITLE 16

Chapters:

- 16.01 City Boards, Commissions, and Committees
- 16.02 Civil Service Commission
- 16.03 Committee on Housing and Community Development
- 16.04 Community and Police Relations Commission
- 16.05 Park, Recreation, and Senior Citizen's Commission
- 16.06 Planning Commission
- 16.07 Public Art Committee
- 16.08 Traffic Safety Committee
- 16.09 Veterans and Military Families Advisory Committee
- 16.10 Provisions applicable to all Boards, Commissions, and Committees

Section 2. Chapter 16.09 is added to Title 16 of the National City Municipal Code to read as follows:

16.09

VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE

Sections:

- 16.09.010 Created
- 16.09.020 Purpose
- 16.09.030 Term – Vacancy
- 16.09.040 Chair – Offices – Staff support
- 16.09.050 Bylaws and operating procedures
- 16.09.060 Meetings – Functions and authority
- 16.09.070 Residency requirement – Compensation

16.09.010 Created. Pursuant to the authority granted by Sections 36505 – 36506 of the California Government Code, there is hereby created a veterans and military families advisory committee, consisting of eleven (11) members to be appointed by the mayor subject to confirmation by the city council, and serving at the pleasure of the mayor and city council.

16.09.020 Purpose. The National City Veterans and Military Families Advisory Committee serves in an advisory capacity to the City Council of the City of National City on matters related to the support of our veterans and military community. The Committee makes recommendations to the City Council with respect to veterans and military service member-related issues, ceremonies, and other activities that occur within National City. Committee meetings provide a forum for discussion of issues relating to veterans and military families. The Committee provides advice and assistance to National City residents regarding resources available for veterans; military personnel and their families. The Committee acts as a conduit of communication and coordination between the local veteran and military community, and the City of National City.

The Committee's responsibilities may include providing recommendations to the City Council on issues of interest to veterans, military personnel, and their families; providing a forum to discuss and help resolve issues, encouraging and promoting awareness, planning and assisting the City with planning of events honoring the heritage of our veterans and military community to establish and promote positive relations within the City; and serving as a liaison between the City of National City and community partners.

16.09.020 Term – Vacancy.

A. The members of the veterans and military families advisory committee shall be appointed for staggered terms of four (4) years.

B. If a vacancy occurs other than by expiration of a term, such vacancy shall be filled by appointment for the unexpired portion of said term in the same manner as original appointments are made.

C. In the event of expiration of a term, the member of the committee whose term has expired shall continue to serve until their successor is appointed and sworn into office.

16.09.030 Chair – Offices – Staff support. The veterans and military families advisory committee shall annually elect its chair from among the appointed members and, subject to the provisions of law, may create and fill such other offices as it deems necessary. The city council shall provide such staff assistance as the council deems appropriate.

16.09.040 Bylaws and operating procedures. The veterans and military families advisory committee may adopt bylaws and operating procedures from time to time, provided that if any provision of such bylaws or operating procedures conflicts with this Chapter 16.09, this Chapter shall prevail. The bylaws shall contain provisions relating to attendance of committee members.

16.09.050 Meetings–Functions and authority.

A. The veterans and military families advisory committee shall hold at least one regular meeting each quarter, and shall keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record unless the city attorney determines otherwise. Any regular meeting may be dispensed with by a majority vote of the committee. Special meetings as are necessary may be called by the chair or a majority of the members of the committee after at least twenty-four hours' written notice has been posted and served upon the members of the committee. All meetings shall be conducted in compliance with the Ralph M. Brown Act (the "Open Meeting Law", California Government Code Section 54950 et seq.).

B. The committee shall investigate, consider and act upon all matters referred to it by appropriate public officials or agencies or private citizens concerning members of the military, military veterans, and their families residing in the city; and conduct such investigations and prepare such reports as it is directed so to do by the city council; conduct investigations and prepare such reports as it deems appropriate upon request of responsible private citizens or organizations.

C. A quorum to conduct business consists of a majority of the members of the committee.

D. A majority of a quorum is necessary to act upon a matter.

16.09.060 Residency requirement–Compensation. The members of the veterans and military families advisory committee may be residents or non-residents of the city and need not be electors of the city. Committee members shall serve without compensation, except that the city council may from time to time pay such expenses of committee members that are incurred during the conduct of committee business as the council deems appropriate.

[Signature Page to Follow]

PASSED and ADOPTED this _____ day of _____, 2017.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

2/21/17

Staff report

An ordinance of the City Council of the City of National City amending Title 16 of the National City Municipal Code by renumbering Chapter 16.09 to Chapter 16.10 and adding a new chapter 16.09 establishing a Veterans and Military Families Advisory Committee.

At the March 1, 2016 regular City Council meeting, the City Council approved the City Manager's recommendation to form a working group whose task was to develop a recommendation to the City Council to form a military advisory committee, and if so, its purpose and responsibilities.

During the October 4, 2016 City Council meeting the Council accepted a report from the Military Advisory Committee on establishing a Veterans and Military Families Advisory Committee.

The first reading of the ordinance was during the February 7, 2017 City Council meeting.

Before you this evening is the second reading of the ordinance for adoption to include the Veterans and Military Families Advisory Committee to the National City Municipal Code.

Some important areas to highlight in this ordinance are:

- 11 member volunteer Committee
- Committee members may be residents or non-residents
- Meetings will be held quarterly (at a minimum)
- Committee would be supported by City staff

The ordinance is effective 30 days after adoption.

After adoption, the City Clerk will advertise the new committee openings on the City bulletin board, website, and in the San Diego Union Tribune. Additionally we will use social media to advertise following a press release. Applicants will then be scheduled for interviews at upcoming City Council meetings.

Staff Recommendation:

Adopt the ordinance.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a Conditional Use Permit for the expansion of a gas station convenience store located at 1803 Highland Avenue.
(Applicant: Michael Rafo) (Case File 2016-17 CUP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City approving a Conditional Use Permit for the expansion of a gas station convenience store located at 1803 Highland Avenue. (Applicant: Michael Rafo) (Case File 2016-17 CUP)

PREPARED BY: Jessica Madamba 
PHONE: 619-336-4381

DEPARTMENT: Planning

APPROVED BY: 

EXPLANATION:

The City Council conducted a public hearing on this item at the February 7, 2017 City Council meeting. Council asked staff to return with a resolution of approval based on the revised recommended Conditions of Approval presented at the public hearing, with operating hours changed to 6:00 a.m. to 10:00 p.m. daily and the limitation of no more than three coolers dedicated to alcohol display.

The attached resolution is needed to take action on the item.

FINANCIAL STATEMENT:

ACCOUNT NO. _____

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 1 Section 15301 (Existing Facilities)

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a Conditional Use Permit for beer and wine sales at Sushi Loco Restaurant to be located at 2220 East Plaza Blvd., Suite C & D. (Applicant: Jason Kim) (Case File 2016-26 CUP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City approving a Conditional Use Permit for beer and wine sales at Sushi Loco Restaurant to be located at 2220 East Plaza Blvd., Suite C & D. (Applicant: Jason Kim) (Case File 2016-26 CUP)

PREPARED BY: Jessica Madamba *jm*

DEPARTMENT: Planning

PHONE: 619-336-4381

APPROVED BY: *[Signature]*

EXPLANATION:

The City Council conducted a public hearing on this item at the February 7, 2017 City Council meeting. Council asked staff to return with a resolution of approval based on the recommended Conditions of Approval presented at the public hearing.

The attached resolution is needed to take action on the item.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing various Fiscal Year 2017 Mid-Year Budget Adjustments (Finance).

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing various Fiscal Year 2017 Mid-Year Budget Adjustments.

PREPARED BY: Ed Prendell, Budget Analyst

PHONE: 619-336-4332

DEPARTMENT: Finance

APPROVED BY: Mark Ralvito

EXPLANATION:

Please refer to the attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: Mark Ralvito Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Accept the staff report as presented, and adopt the Resolution, authorizing fiscal year 2017 mid-year budget adjustments,

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. Resolution

The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility at 2735 East 7th Street. (Applicant: Verizon Wireless) (Case File 2016-13 CUP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility at 2735 East 7th Street. (Applicant: Verizon Wireless) (Case File 2016-13.CUP) |

PREPARED BY: M7 Michael Fellows

DEPARTMENT: Planning

PHONE: 336-4315

APPROVED BY: 

EXPLANATION:

Verizon Wireless has applied for a Conditional Use Permit (CUP) to construct a wireless telecommunications facility comprised of a 60-foot tall artificial eucalyptus tree and accessory equipment. The project location is developed with church administrative offices and is located 100 feet south of the Paradise Village Retirement Community. The proposed facility would be adjacent to the west property line adjacent to a parking lot and storage building for Paradise Valley Hospital. The property is located in the Institutional (I) zone.

Planning Commission conducted a public hearing on February 6, 2017. Commissioners asked questions regarding the project, graffiti, findings, and conditions of approval. The Commission voted to approve the Conditional Use Permit based on attached findings and subject to Conditions of Approval with an added Condition to address graffiti removal.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed. |

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Conditional Use Permit.
Ayes: Baca, Bush, DeLaPaz, Flores, Garcia, Sendt, Yamane |

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2017-04 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

2016-13 CUP – 2735 E. 7th – Overhead





CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR A
WIRELESS COMMUNICATIONS FACILITY AT 2735 EAST
7TH STREET

Case File No.: 2016-13 CUP

Location: North of East 7th Street and Burden Drive Intersection

Assessor's Parcel No.: 554-120-18

Staff report by: Michael Fellows – Assistant Planner

Applicant: PlanCom Inc. for Verizon Wireless

Zoning designation: I – Institutional

Adjacent land use/zoning:

North: Paradise Village Retirement Community / MXD-2 (Major
Mixed Use District)

East: Park View Memory Care / MXD-2

South: Paradise Valley Seventh-Day Adventist Church / I

West: Paradise Valley Hospital Parking Lot / I

Environmental review: Categorically Exempt pursuant to Class 3 Section 15303
(New Construction or Conversion of small structures)

Staff recommendation: Approve

BACKGROUND

Verizon Wireless (via PlanCom Inc.) has applied for a Conditional Use Permit (CUP) to construct a wireless telecommunications facility and install associated equipment. The design for the facility features an artificial eucalyptus tree.

Project location

The subject property is located on the north side of East 7th Street at the Burden Drive intersection. The 36,590 square-foot property is located in the Institutional (I) zone. The property is developed with a church administrative office building and fellowship hall. The property slopes steeply downward towards the northwest.

Adjacent uses include: the Paradise Village Retirement Community to the north, Paradise Valley Hospital parking lot and storage area to the west, Park View Memory Care and a vacant lot to the east, and a Paradise Valley Seventh-Day Adventist Church to the south across East 7th Street.

Proposed Use

The applicant is proposing to construct a 60-foot tall artificial eucalyptus tree with 12 panel antennas, one microwave antenna, and one GPS antenna. The artificial tree and associated equipment would be located on the west side of the property, between the office building and the western property line. The equipment would occupy 159 square-feet and be located in a walled and chain-link enclosed area directly adjacent to the office building. The proposed telecommunication facility is designed to address an area of weak service in the Verizon Wireless network.

Analysis

The proposal is consistent with General Plan policy E-3.3 (Education and Public Participation) that aims to increase access to wireless internet connections, computers, and other forms of communication technology. The proposal is also generally consistent with the Land Use Code, because wireless communications facilities are a conditionally-allowed use in the I zone and for the reasons detailed below.

The Land Use Code requires that telecommunication facilities be sensitively designed to be compatible with, and minimize visual impacts to, surrounding areas. It also requires that telecommunication facilities and appurtenances be screened by existing or proposed landscaping, to the extent possible, without compromising reception and/or transmission.

In this case, the applicant proposes an artificial eucalyptus tree to minimize visual impacts on the surrounding area. The eucalyptus tree is consistent with existing landscaping, as eucalyptus trees are planted both on and around the project site. In addition, all equipment mounted on the artificial tree will be painted to match the tree.

The proposed facility is inconsistent with sections of the Land Use Code that encourage telecommunication facilities to be integrated into a building's design, rather than provide service via bare telecommunication towers. In this case, building integration was not feasible because of the antenna height required to provide the desired cellular coverage.

The Land Use Code requires co-location of telecommunication towers where feasible. In this case, there are no existing wireless facilities located near the subject property so co-location is not feasible.

The Land Use Code also requires telecommunication facilities to be located at least 75 feet from any habitable structure on a separate property. The proposed facility meets this requirement, as the closest habitable buildings are located approximately 100 feet away in the Paradise Village Retirement Community.

The facility would likely impact existing development, as views from the southerly units of the aforementioned community could be obscured. The facility could also potentially affect future development on neighboring properties, because any habitable space must be 75 feet from the facility. However, there are no future projects being discussed or processed by the Planning Department that would be impacted by the project.

The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of the Exemption will be filed subsequent to approval of this CUP. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and, the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The proposed use would be consistent with this description as a new, small facility.

Department comments

Comments were provided by the Fire Department, which require compliance with the California Fire Code and National Fire Protection Association codes. Additional comments provide specifications for signage, and that the Fire Department is included in all rough stages of inspections.

Comments were provided by the Engineering Department that require: 1) Construction of a pedestrian ramp; 2) Pavement repair; 3) Property corners marked by a licensed Surveyor; 4) Adjustment of the sewer cleanout; and, 5) The "no parking" (red curb) in front of the fire hydrant must be repainted. Engineering also provided standard comments for entitlements that approve future construction.

Conditions of Approval

Standard Conditions of Approval have been included in the staff report. Additionally Conditions have been added reflecting comments and requirements from Fire, Building, Engineering Departments, and San Diego Gas and Electric (SDG&E).

Required findings

The Municipal Code contains required findings for CUPs. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the I zone pursuant to a CUP, and the proposed facility meets the required telecommunication facility design guidelines that include the applicant making a good faith effort in achieving colocation, the facility provides the minimum distance requirements from habitable space, and the facility is sensitively designed to minimize visual impacts.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed telecommunications facility provides internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the I zone.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The 60-foot artificial eucalyptus tree will adequately screen the 12 panel antennas, one microwave antenna, and one GPS antenna. Furthermore, the office building will mostly screen the equipment from adjacent properties. Future development is unlikely to be impacted because the only neighboring property likely to be developable is currently a parking lot for Paradise Valley Hospital.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The site is suitable for the proposed telecommunication facility because the facility meets all development standards and distance requirements, and the facility would only utilize 159 square feet of the 36,590 square-foot lot. Furthermore the lot has access from E. 7th Street and access to all necessary utilities.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed facility will not be highly visible because the 60-foot artificial eucalyptus tree and associated equipment will be adequately screened from adjacent properties.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act.

The proposed project has been reviewed in compliance with the CEQA. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

The 1996 Telecommunications Act states that, "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio

frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." It should also be pointed out that if approved by a local jurisdiction, all wireless communications facilities must obtain all required state and federal permits in order to operate. A Condition of Approval is included requiring these permits.

Summary

The proposed project is consistent with the General Plan and Land Use Code in that it meets all applicable design requirements for wireless communication facilities. The project is considered 'stealth' in that it would blend with existing landscaping. The antennas would not be highly visible and the operating equipment would be completely screened from view. The new facility will help to provide coverage in an area with limited service and provide additional reception for Verizon Wireless customers.

OPTIONS

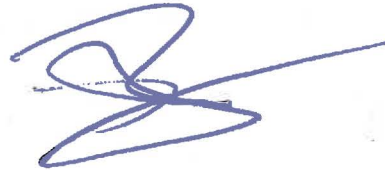
1. Approve 2016-13 CUP subject to the attached conditions, and based on attached findings or other findings as determined by the Planning Commission; or
2. Deny 2016-13 CUP based on findings as determined by the Planning Commission; or,
3. Continue the item for additional information

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Existing Wireless Facilities Map & List
5. Coverage Map
6. Public Hearing Notice (Sent to 327 property owners & 67 Occupants)
7. Notice of Exemption
8. Applicant's Plans (Exhibits A and B, Case File No. 2016-13 CUP, dated 12/8/16)



MICHAEL FELLOWS
Assistant Planner



BRAD RAULSTON
Deputy City Manager

RECOMMENDED FINDINGS FOR APPROVAL

2016-13 CUP – 2735 E. 7th Street

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Institutional zone pursuant to a Conditional Use Permit, and the proposed facility meets the required telecommunication facility design guidelines that include the applicant making a good faith effort in achieving colocation, the facility provides the minimum distance requirements from habitable space, and the facility is sensitively designed to minimize visual impacts.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, because General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed telecommunications facility provides internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the Institutional zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the 60-foot artificial eucalyptus tree will adequately screen the 12 panel antennas, one microwave antenna, and one GPS antenna. Furthermore, the office building will mostly screen the equipment from adjacent properties. Future development is unlikely to be impacted because the only neighboring property likely to be developable is currently a parking lot for Paradise Valley Hospital.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed telecommunications facility meets all development standards and distance requirements, and the facility would only utilize 159 square-feet of the 36,590 square-foot lot. Furthermore the lot has access from East 7th Street and access to all necessary utilities.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone

in which the property is located, because the proposed facility will be adequately screened from adjacent properties.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, and staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

RECOMMENDED CONDITIONS OF APPROVAL

2016-13 CUP – 2735 E. 7th Street

General

1. This *Conditional Use Permit* authorizes a wireless communications facility on a lot developed with church administrative offices and a fellowship hall on the property identified by Assessor Parcel Number 560-410-03. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B, Case File No. 2016-13 CUP, dated 12/8/16. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Fire

5. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
6. All required signage shall be designed and installed, as specified in Fire Department comments dated January 23rd, 2017.

7. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

SDG&E

8. The developer must call DigAlert before doing any work for the artificial tree.

Engineering

9. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. If required, an approved SWPPP will be required prior to issuing of a construction permit.
10. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
11. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any trading construction on private property.
12. A new pedestrian ramp shall be installed along the northerly line of Burden Drive across from the existing pedestrian ramp on the south east corner of the intersection to provide required ADA travel. The Ramp shall conform to the San Diego Regional Standard Drawings (SDRSD) and applicable ADA standards.
13. Street pavement repair will be required. The work shall be as follows: All deteriorated asphalt sections in Burden Drive along the proposed trench to be marked out in the field by the City.
14. Property corners shall be staked by a licensed land surveyor prior to the start of any work. The encroachment or overhang of any facility into street right of way is strictly prohibited without first entering into an encroachment agreement with the City.
15. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
16. Adjust sewer cleanout next to the Cox Communications box to below grade and provide a traffic rated lid.
17. The "no parking" zone (red curbing) provided for the fire hydrant shall be repainted.

Planning

18. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.
19. All equipment mounted on the artificial tree will be painted to match the tree. Other equipment must be screened from view. Any apparatus visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted.
20. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
21. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.

2016-13 CUP – 2735 E. 7th – Overhead





- Wireless facilities in National City
- △ Wireless facilities in unincorporated area

0 1,375 2,750 5,500 Feet

Wireless Communication Facilities

National City Planning Department 2012

FACILITY	APN	LOCATION	PROVIDER	FILE NO
1	562-340-44	2434 Southport	Urban Comm Rad	CUP-1992-11
		Radio communication facility (microwave transmitter)- 80-foot tall tower and 8-foot in diameter dish antenna		
2	562 340 26	300 W 28th	AirTouch	CDC Reso 94-28
		75-foot monopole with three sector antennas and 450-sa foot equipment building.		
	562-340-26	300 W 28th	Nextel	CUP-2003-30
		12 antennae on existing communications tower and a 270 square foot equipment enclosure adjacent to existing equipment		
4	559-032-02	1215 Wilson	Pac Bell	CUP-1995-11
		Located on roof of existina building. PCS facility- six roof-mounted antennas and two ground-mounted equipment boxes.		
5	557-410-03	1645 E Plaza	Pac Bell	CUP-1995-13
		Located on roof of Quality Inn. PCS facility- six panel antennas and equipment cabinet.		
6	555-086-11	910 Hoover	AirTouch	CUP-1995-18
		Located on existing building. Cellular facility- three support structures with five panel antennas each, two dish antennas and equipment cabinet		
7	556-471-24	801 National City Blvd	AT&T	CUP-1996-2
		Located on roof of Red Lion Hotel. Paging facility- four whip antennas, one global positioning satellite antenna and equipment cabinet.		
	556-471-24	801 National City Blvd	Nextel	CUP-1994-8
		Located on roof of Red Lion Hotel. ESMR facility- three whip antennas and equipment cabinet.		
	556-471-24	801 National City Blvd	Pagenet	CUP-1996-12
		Located on roof of hotel. Paging facility- four antennas and equipment cabinet one floor down from roof.		
	556-471-24	801 National City Blvd	AT&T	CUP-1999-5
		Located atop Red Lion Hotel. Wireless communication facility- four antennas and radio base system.		
8	554-120-30	2400 E 4th	AT&T	CUP-1996-4
		Located on roof of Paradise Valley Hospital. Paaina facility- four whip antennas, one alobal PPositioninasatellite antenna and equipment cabinet.		
9	559-160-13	1022 W Bay Marin	GTE	CUP-1996-5
		Located on a 360-sa foot building. Cellular facility- 60-foot monopole with twelve panel antennas.		
10	563-370-36	3007 Highland	Pac Bell	CUP-1996-6
		Located on existing Super Saver building. PCS facility- six panel antennas and two equipment cabinets.		
12	554-050-12	303 Palm	AirTouch	CUP-1996-8
		60-foot hiah monopole with six whip antennas, thirty directional cellular antennas, and three dishes with an eauiDmentcabinet at base.		
	554-050-12	303 Palm	Sprint PCS	CUP-2001-10
		Located on National Guard Armory property. PCS facility six antennas in three 40-foot flag poles, one GPS antenna and a new equipment building.		

14	564-471-01	3030 Plaza Bonita Rd	Nextel	CUP-1997-8
	Located atop Plaza Bonita sign. ESMR facility- nine antennas and equipment cabinet.			
16	564-471-01	3030 Plaza Bonita Rd	Pac Bell	CUP-1996-7
	Located atop the existing Plaza Bonita sign. PCS facility- three antennas and two equipment cabinets at base of sign.			
20	557-420-36	1840 E 12th	Nextel	CUP-1999-4
	60-foot monopole on vacant commercial lot.			
21	555-082-11	111 W 9th	Sprint	CUP-2000-9
	Located atop 2-story Sid's Camel Barn warehouse. Wireless communication facility- twelve wireless panel antennas and 4-inch GPS antenna.			
22	555-030-21	330 National City Blvd	GTE	CUP-2000-11
	Located atop Bay Theatre. Wireless communication facility- twelve panel antennas and four equipment cabinets.			
30	564-250-50	2435 Sweetwater	Sprint	CUP-2000-14
	Located at Sweetwater Inn. Global Positioning System with nine panel antennas.			
32	557-420-36	1905 E Plaza	Sprint PCS	CUP-2001-3
	53 foot tall monopole with nine panel antennas. PCS Facility with one equipment enclosure and a GPS antenna.			
34	556-473-18	242 E 8th	AT&T	CUP-2001-6
	Located atop an existing church.			
36	563-370-35	3007 Highland	Nextel	CUP-2001-12
	Located atop Sweetwater Square. New equipment building over trash enclosure, nine panel antennas and one GPS antenna.			
37	563-231-38	1914 Sweetwater	Cingular	CUP-2002-3
	Located on an existing 75 foot tall pole sign for the Sweetwater Town and Country Shopping Center.			
39	564-310-37	3737 Sweetwater	Cingular	CUP-2002-4
	72 foot tall monopole with standard equipment enclosure			
40	556-101-15	241 National City Blvd	Cingular	CUP-2002-6
	12 panel antennas behind four new partial parapet walls atop an existing furniture store; four equipment cabinets outside			
41	558-200-24	2415 E 18th	Cingular	CUP-2002-13
	Panel antennas located inside new light standards; equipment located inside existing commercial building			
44	556-354-13	716 Highland	AT&T	CUP-2002-14
	Six facade mounted panel antennas with equipment on roof of PacBell switching station. Equipment screened to match existing.			
51	556-590-61	1019 Highland	Sprint PCS	CUP-2002-24
	6 panel antennas in a new monument sign in the South Bay Plaza shopping center			
51	556-590-61	1019 Highland	Cingular	CUP-2002-2
	Located atop South Bay Plaza on an existing mechanical equipment screen.			
51	552-283-11	2323 E Division	Sprint	CUP-2004-6
	3 panel antennas in a 9x10x16 roof-mounted cupola			

52	560-191-30	1701 D Ave	Nextel	CUP-2004-12	12 panel antennas on a 57' faux broadleaf tree with 230 square foot equipment enclosure
53	551-570-20	51 N Highland	Sprint	CUP-2004-15	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets
55	563-231-39	1914 Sweetwater	Nextel	PC Reso 20-2002	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets
57	554-120-24	2701 E 8th	Cingular	PC Reso 02-2001	Co-location in church spire-3 antennas within existing architectural feature
	554-120-24	2701 E 8th	T-Mobile	CUP-2000-19	Located at existing church. Antennas located in a GO-foot monument.
	554-120-24	2701 E 8th	Sprint	CUP-2000-27	12 panel antennas mounted on exterior of self-storage building and painted to match; all equipment located inside of the buildings
	554-120-24	2701 E 8th	AT&T	CUP-2000-19	Located at existing church. Antennas located in a 60-foot monument
	558-030-30	1035 Harbison	Nextel	CUP-2005-3	12 panel antennas on a monopalm with 299 SQ.ft. equipment enclosure.
60	556-510-12	914 E 8th	Cingular	CUP-2005-10	12 panel antennas on 39-ft monopine with 280 sq. ft. equipment shelter
61	559-040-53	1439 Tideland	Cingular	CUP-2005-9	12 panel antennas on monopalm with associated equipment shelter
	559-040-53	1445 Tideland	Nextel	CUP-2000-31	40-foot monopalm with three sectors of four antennas each and equipment shelter
	562-200-02	2900 Highland	Cingular	CUP-2005-12	3 antennas on replacement light standard with associated equipment shelter
64	563-010-47	2605 Highland	Cricket	CUP-2006-11	3 antennas in new architectural feature of church with associated equipment
	563-010-47	2605 Highland	Sprint	CUP-2002-18	Six panel antennas and equipment inside a new 54 foot tall monument/cross/sign.
	557-420-31	1900 E Plaza	Cricket	CUP-2006-6	3 antennas on new faux palm tree with associated equipment
65	557-420-31	1900 E Plaza	Cingular	CUP-2004-4	5 panel antennas in a new pole sign at Jimmy's Restaurant
	561-222-23	1526-40 E 18th	T-Mobile	CUP-2006-10	12 panel antennas on a new 45-foot tall faux pine tree with associated equipment shelter
68	564-471-07	3030 Plaza Bonita Rd	Cingular	CUP-2005-24	12 antennas facade mounted to new rooftop enclosure that will house equipment

68	564-471-07	3030 Plaza Bonita Rd	Verizon	CUP-2003-13	12 panel antennas on the roof of the Plaza Bonita Mall behind a screen wall
69	559-106-17	525 W 20th	Cricket	CUP-2005-25	3 antennas on existing self storage building painted to match with associated equipment
	559-106-17	525 W 20th	Sprint	CUP-2001-4	Located on existina storaae building. Wireless communication facility- 9 antennas and equipment building.
70	554-050-15	2005 E 4th	Cricket	PC Reso 09-2003	3 antennas on existing light standard with associated equipment shelter
	554-050-15	2005 E 4th	Cingular	CUP-2003-5	12 panel antennas on a replacement 100 foot light standard in EITovon park and a 160 square foot equipment enclosure.
	554-050-15	2005 E 4th	GTE	CUP-1998-4	Located in EITovon Park. Cellular facility- 97'8" monopole with twelve panel antennas, three omni antennas, and 192-sqfoot equipment building.
	554-050-15	2005 E 4th	Nextel	CUP-2005-15	12 panel antennas on a 47-foot tall faux-broadleaf awith 230 sq. ft.equipment shelter
71	564-290-06	3820 Cagle St	Cricket	PC RESO 10-2004	3 antennas on existing faux pine tree with vaulted equipment shelter
	564-290-06	3820 Cagle St	Sprint	CUP-2001-2	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 35-foot pole with six antennas, equipment building and adjacent liahting for the park.
	564-290-06	3820 Cagle St	T-Mobile	CUP-2004-3	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 55-foot monopine with twelve panel antennas and equipment building
	564-290-06	3820 Cagle St	Cingular	PC Reso 11-2002	Co-location on 55-foot monopine - additional 12 panel antennas and new 275 SQ.ft. equipment vault
72	669-060-26	5800 Boxer Rd	Cricket	PC RESO 32-2003	3 antennas on existing water tower with associated equipment shelter
	669-060-26	5800 Boxer Rd	T-Mobile	CUP-2003-16	12 panel antennas on the outside of the 0.0. Arnold water tank and a 150 square foot equipment enclosure adjacent to the tank
	669-060-26	5800 Boxer Rd	Sprint	PC Reso 32-2003	6 panel antennas on the outside of the 0.0. Arnold water tank and a 360 square foot equipment enclosure adjacent
	669-060-26	5800 Boxer Rd	Cingular	CUP-2005-21	12 panel antennas on the outside of the 0.0. Arnold water tank and a 520 square foot equipment enclosure adjacent
73	562-330-43	152 W 33rd	Cricket	PC Reso 21-2002	3 antennas on existing self storage within matching architectural projection with associated equipment
	562-330-43	152 W 33rd	Sprint	CUP-2002-8	12 panel antenas mounted on exterior of self-storage building and painted to match; all equipment located inside of the

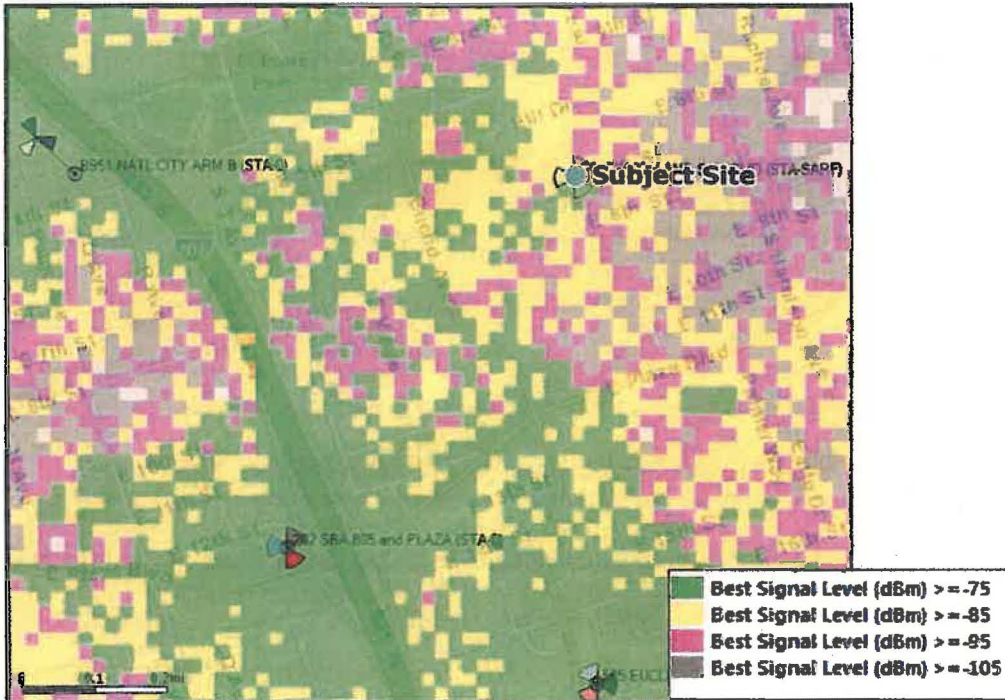
74	555-053-17	700 NCB	Cricket	PC Reso 05-2000
	3 antennas facade mounted to existina hotel with associated equipmen			
	555-053-17	700 NCB	Metricom	CUP-2000-4
	Located atop Holiday Inn. Wireless communication facility with equipment cabinet.			
75	555-053-17	700 NCB	Skytel	CUP-2000-30
	Located atop Holiday Inn Hotel. - 8-foot whip antenna, two 4x2-foot panel antennas, and one GPS antenna with two indoor equipment cabinets.			
76	560-203-03	1800 National City Blvd	Nextel	CUP-2006-15
	15 panel antennas behindscreen wall atop existing car dealership with associated equipment			
76	561-360-35	1810 E 22nd	Cricket	2007-14 CUP
	3 antennas on recreation building at Las Palmas Park			
	561-360-35	1820 E 22nd	Sprint-Nextel	CUP-2000-8
78	Located in Las Palmas Park. Monopalm and equipment along with live palms.			
	560-143-36	1703 Hoover	Cleawire	2009-22 CUP
79	9 antennas located on 3 different locations on industrial/ warehouse building. Each location will have 2 pannel antennas. Associated equipment will be located in building			
	559-160-33	700 Bay Marina Dr	Cleawire	2009-23 CUP
80	9 antennas on tower of Marina Gateway Plaza commercial building hidden behind parapet wall. 6-foot tall equiptmant cabinet on roof below tower will be mostly covered			
	560-151-20	142 E 16th	AT&T	2010-11 CUP
81	6 panel antennas and RF transparent cupola atop National City Ministry Church, as well as a 330 sq ft equipment/storage/trash enclosure on the ground. The 8-foot tall Cupola will have a cross afixed to it in order to appea as part of the church			
	561-271-01	2005 Highland Ave	Plancom	2010-31 CUP
	12 antenas on a 43-foot mono-palm on eastern property line			
	561-271-01	2005 Highland	T-Mobile	CUP-2003-4
82	12 antennas on the roof of a Highland Avenue office building			
	561-271-01	2005 Highland	Cingular	CUP-2006-2
83	12 antennas on the roof of a Highland Avenue office building with new cupola to match existing			
	563-184-47	2909 Shelby Dr		P95-025
85	75-foot monopole and equipment building.			
	563-062-17	2524 Prospect St	AT&T	ZAP99-028
86	35-foot monopalm with three sector directional antenna system and equipment cabinets.			
	564-310-32	3312 Bonita Heights Lane	AT&T	ZAP00-133
86				
	563-063-29	2563 Grove St	AT&T	MUP91-026W2

86	<div> <div>563-063-29</div> <div>2563 Grove St</div> <div>P91-026W</div> </div> <div>Monopole located aside live palm trees.</div>
----	--

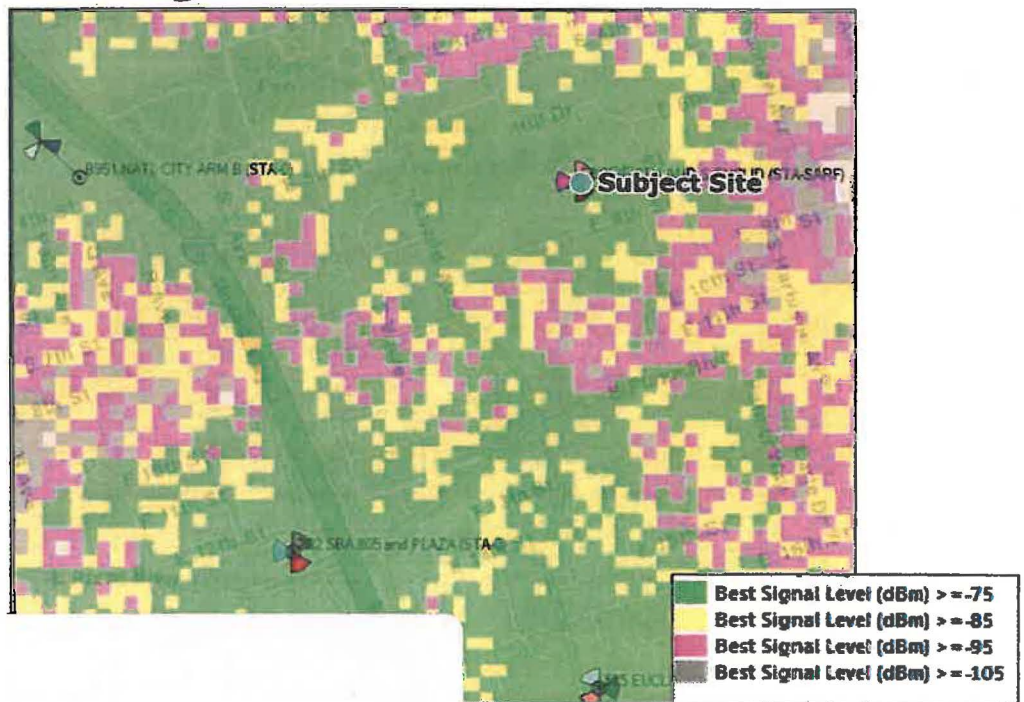
3th & S Euclid
2735 E. 7th St.
National City, CA 91950



Coverage without site



Coverage with site



Coverage Levels:



5/4/2016



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR A
WIRELESS COMMUNICATIONS FACILITY
LOCATED AT 2735 E. 7TH STREET.
CASE FILE NO.: 2016-13 CUP
APN: 554-120-18

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, February 6, 2017**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Plan Com Inc. for Verizon Wireless)

The applicant is proposing to install a 60-foot tall artificial eucalyptus tree, 12 panel antennas, and one microwave antenna and associated equipment behind an existing office building.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Department on or before 12:00 p.m., **February 6, 2017**, who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON
Deputy City Manager



CITY OF NATIONAL CITY - DEVELOPMENT SERVICES DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: County Clerk
County of San Diego
P.O. Box 1750
1600 Pacific Highway, Room 260
San Diego, CA 92112

Project Title: 2016-13 CUP

Project Location: APN: 554-120-18 behind 2735 E. 7th Street, National City, CA.

Contact Person: Michael Fellows

Telephone Number: (619) 336-4315

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit for a wireless communications facility on a property developed with an adjacent office building. The project would increase signal strength and service area for Verizon Wireless customers.

Applicant:

PlanCom Inc.
302 State Place
Escondido, CA 92029

Telephone Number:

(760) 735-4913

Exempt Status:

☒ **Categorical Exemption. Class 3 Section 15303 (New Construction or Conversion of small structures)**

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment because the facility is located on a lot developed with an office building, and the antennas will be screened by an artificial eucalyptus tree that will blend with area and existing landscaping. The proposal is at the perimeter of the property, thus will not affect use of the property.

Date:

MICHAEL FELLOWS
Assistant Planner

RESOLUTION NO. 2017-04

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A CONDITIONAL USE PERMIT FOR
A WIRELESS COMMUNICATIONS FACILITY
AT 2735 EAST 7TH STREET.
CASE FILE NO. 2016-13 CUP
APN: 554-120-18**

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a Wireless Communications Facility at 2735 East 7th Street at a duly advertised public hearing held on February 6, 2017, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2016-13 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on February 6, 2017, support the following findings:

- 1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Institutional zone pursuant to a Conditional Use Permit, and the proposed facility meets the required telecommunication facility design guidelines that include the applicant making a good faith effort in achieving colocation, the facility provides the minimum distance requirements from habitable space, and the facility is sensitively designed to minimize visual impacts.**

2. That the proposed use is consistent with the General Plan and any applicable specific plans, because General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed telecommunications facility provides internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the Institutional zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the 60-foot artificial eucalyptus tree will adequately screen the 12 panel antennas, one microwave antenna, and one GPS antenna. Furthermore, the office building will mostly screen the equipment from adjacent properties. Future development is unlikely to be impacted because the only neighboring property likely to be developable is currently a parking lot for Paradise Valley Hospital.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed telecommunications facility meets all development standards and distance requirements, and the facility would only utilize 159 square-feet of the 36,590 square-foot lot. Furthermore the lot has access from East 7th Street and access to all necessary utilities.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed facility will be adequately screened from adjacent properties.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, and staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This *Conditional Use Permit* authorizes a wireless communications facility on a lot developed with church administrative offices and a fellowship hall on the property identified by Assessor Parcel Number 560-410-03. Except as required by conditions

of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B, Case File No. 2016-13 CUP, dated 12/8/16. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.

2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Fire

5. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
6. All required signage shall be designed and installed, as specified in Fire Department comments dated January 23rd, 2017.
7. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

SDG&E

8. The developer must call DigAlert before doing any work for the artificial tree.

Engineering

9. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm

Water Pollution Prevention Plan (SWPPP) for the project. If required, an approved SWPPP will be required prior to issuing of a construction permit.

10. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
11. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any trading construction on private property.
12. A new pedestrian ramp shall be installed along the northerly line of Burden Drive across from the existing pedestrian ramp on the south east corner of the intersection to provide required ADA travel. The Ramp shall conform to the San Diego Regional Standard Drawings (SDRSD) and applicable ADA standards.
13. Street pavement repair will be required. The work shall be as follows: All deteriorated asphalt sections in Burden Drive along the proposed trench to be marked out in the field by the City.
14. Property corners shall be staked by a licensed land surveyor prior to the start of any work. The encroachment or overhang of any facility into street right of way is strictly prohibited without first entering into an encroachment agreement with the City.
15. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
16. Adjust sewer cleanout next to the Cox Communications box to below grade and provide a traffic rated lid.
17. The "no parking" zone (red curbing) provided for the fire hydrant shall be repainted.

Planning

18. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.
19. All equipment mounted on the artificial tree will be painted to match the tree. Other equipment must be screened from view. Any apparatus visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted.
20. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no

way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.

21. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.
22. Exterior walls of buildings/poles to a height of not less than 6 feet shall be treated with a graffiti resistant coating subject to approval from the Building Official. Graffiti shall be removed within 24 hours of its observance.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of February 6, 2017, by the following vote:

AYES: Bush, Baca, Yamane, Garcia, Sendt, Flores, Dela Paz

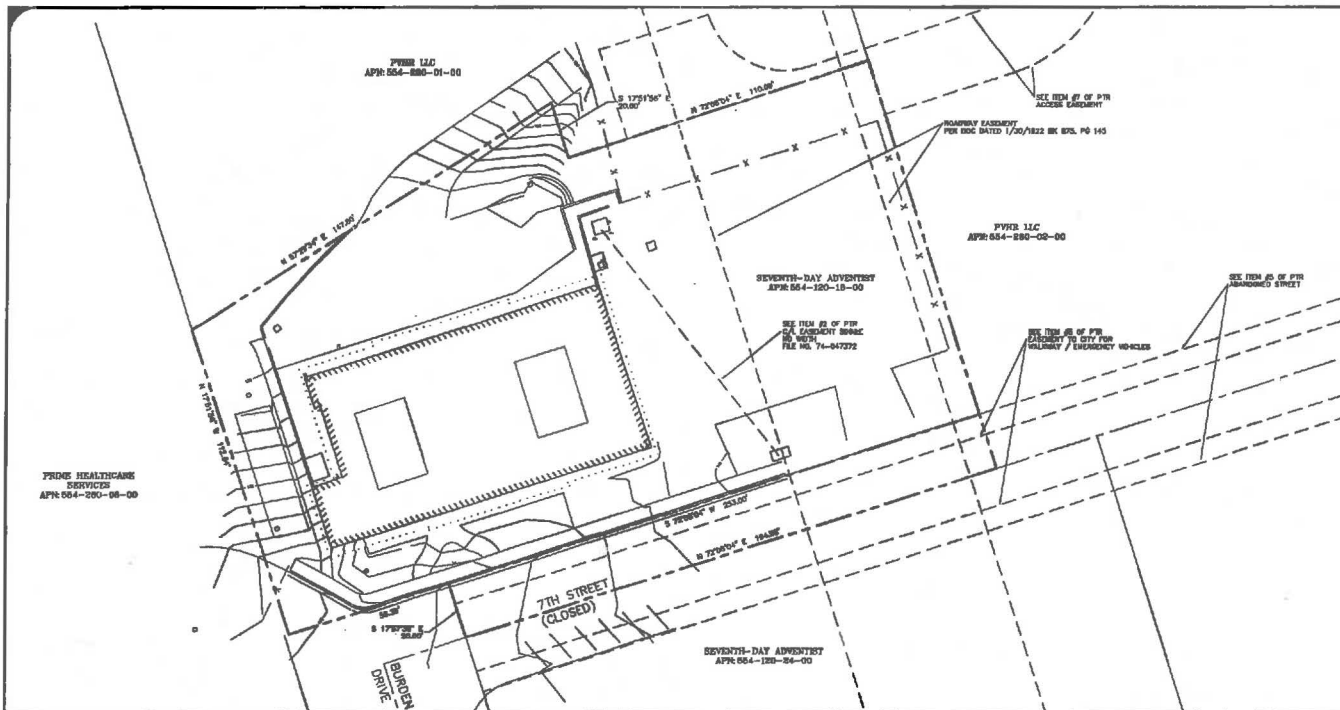
NAYS: None.

ABSENT: None.

ABSTAIN: None.



CHAIRPERSON



OVERALL SITE PLAN

THAT PORTION OF QUARTER SECTION 105 RANCHO DE LA NACION, MAP NO. 185 BY HENRI, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE SOUTHWESTERLY ONE-QUARTER OF THE SOUTHWESTERLY ONE-QUARTER OF THE SOUTHEASTERLY ONE-QUARTER OF SAID QUARTER SECTION 105, THENCE ALONG THE NORTHWESTERLY LINE OF SAID SOUTHWESTERLY ONE-QUARTER NORTH 71° 14' EAST 38 FEET, THENCE NORTH 18° 46' WEST, 140 FEET, THENCE SOUTH 71° 14' WEST, 110 FEET, THENCE NORTH 18° 46' WEST, 208 FEET, THENCE SOUTH 30° 33' 30" WEST, 147.80 FEET, THENCE SOUTH 18° 46' EAST, 122.84 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE SAID NORTHWESTERLY LINE OF SAID SOUTHWESTERLY ONE-QUARTER, THENCE NORTH 71° 14' EAST ALONG SAID NORTHWESTERLY LINE 215 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE 10 FEET DEDICATED 7TH STREET LYING NORTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE THEREOF.

TOGETHER WITH THAT PORTION OF THE NORTHWESTERLY ONE HALF OF 7TH STREET VACATED BY THAT CERTAIN RESOLUTION TO VACATE NO. 2007-0231053 OF OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LAND.

TITLE REPORT NOTES:

THE FOLLOWING EASEMENTS EFFECT SAID PARCEL AND ARE SHOWN HEREON. SEE PRELIMINARY TITLE REPORT NO. 05200720 PREPARED BY COMMONWEALTH LAND TITLE COMPANY AND DATED MARCH 14, 2016 FOR OTHER DOCUMENTS (NON-EASEMENTS) EFFECTING SAID PROPERTY.

ITEM #2 - Easement(s) for the purpose(s) shown below and rights incident thereto, as granted in a document: Granted to: San Diego Gas & Electric Company
Purpose: Public utilities
Recording Date: February 26, 1974
Recording No: 74-047372 of Official Records
(AS SHOWN HEREON - DOES NOT CROSS LEASE AREA)

ITEM #3 - Easement(s) for the purpose(s) shown below and rights incident thereto, as granted in a document: Granted to: City of National City
Purpose: sewage conduits
Recording Date: May 29, 1980
Recording No: 80-173293 of Official Records
(DOES NOT CROSS SAID PARCEL)

ITEM #5 - Any irregularities, reservations, easements or other matters in the proceedings surrounding the abandonment or vacation of the street/road shown below:

Name: 7th Street East of Garden Drive and West of Arcadia Avenue
Recording Date: April 5, 2007
Recording No: 2007-0231053 of Official Records
(AS SHOWN HEREON - DOES NOT CROSS LEASE AREA)

ITEM #6 - Easement(s) for the purpose(s) shown below and rights incident thereto, as granted in a document:

Granted to: San Diego Gas & Electric Company
Purpose: Public utilities
Recording Date: August 19, 2009
Recording No: 2009-0486076 of Official Records
(EXACT LOCATION IS NOT DISCLOSED OF RECORD)

ITEM #7 - Matters contained in that certain document:
Dedicated: Grant of Access Easement
Recording Date: December 10, 2009
Recording No: 2009-0864568 of Official Records
(AS SHOWN HEREON - DOES NOT CROSS LEASE AREA)

END OF EASEMENTS

ALL PLOTTABLE EASEMENTS AS DESCRIBED IN SAID TITLE REPORT ARE SHOWN HEREON AND DO NOT CROSS THE PROPOSED LEASE AREA.

OWNER'S NAME: SOUTHEASTERN CAL ASSOC OF SEVENTH-DAY ADVENTIST
ASSESSOR'S PARCEL NUMBER(S): 054-120-18-00

BASES OF BEARINGS: (NAD 83; Epoch 2010)
THE BEARINGS SHOWN HEREON ARE BASED ON NAD 1983 CALIFORNIA STATE PLANE COORDINATE SYSTEM - ZONE 6. AS DETERMINED BY GPS OBSERVATIONS, USING TRIMBLE 5700/5800 RECEIVERS AND TRIMBLE GEOCENTRIC OFFICE 1.80 SOFTWARE.

BASES OF ELEVATIONS: NAD 1988
ELEVATIONS ARE BASED ON GPS OBSERVATIONS FROM TWO NATIONAL GEODETIC SURVEY C.O.R.S. REFERENCE STATIONS: 1) PLUS, ELEVATION = 45.07' AND 2) BULL, ELEVATION = 155.81' WITH GROUND 2012A CORRECTIONS APPLIED.

SITE DATA

FEMA FLOOD ZONE DESIGNATION:
County: San Diego Effective Date: 5/18/2012
Map/Parcel: 08073C19120
The Flood Zone Designation for this site is: ZONE: X



VICINITY MAP



LEGEND

These standard symbols will be found in the drawing.

- ASPH ASPHALT SURFACE
- BC BOTTOM OF CURB
- CC EDGE OF CONCRETE
- ELCB ELECTRICAL CABINET
- ELTR ELECTRICAL TRANSFORMER
- ELVA ELECTRICAL VAULT
- EP EDGE OF PAVEMENT
- FL FLOWLINE CURB & GUTTER
- F FENCE AT GROUND
- LP UP OF CUTTER
- PS PAINT STRIPING
- RTOF ROOF OVERHANG
- RTOP ROOF TOP
- RW RETAINING WALL GROUND
- SONL STORMDRAIN INLET
- SW SIDEWALK
- TC TOP OF CURB
- TRTP TREE TOP OCCASIONAL
- TRTP2 TREE TOP PALM
- TW TOP OF WALL
- BOUNDARY LINE
- - - - - CENTER LINE
- - - - - MISC. PROPERTY LINE
- - - - - MISC. TIE LINE
- - - - - RIGHT-OF-WAY LINE
- - - - - EASEMENT LINE
- - - - - FENCE LINE

LEGEND

- 1) This is not a boundary survey. This is a specialized topographic map. The property lines and easements shown hereon are open record information as noted herein. Floyd Surveying translated the topographic survey to record information using the two found measurements shown herein. No field research was performed by Floyd Surveying.
- 2) Any changes made to the information on this plan, without the written consent of Floyd Surveying releases Floyd Surveying of any and all liability.
- 3) These drawings & specifications are the property & copyright of Floyd Surveying & shall not be used on any other work except by agreement with the Surveyor. Written dimensions shall take precedence over notes & shall be verified on the job site. Any discrepancy shall be brought to the notice of the Surveyor prior to commencement of any work.
- 4) Field survey completed on APRIL 12, 2016.

ISSUE STATUS

NO.	DATE	DESCRIPTION	BY
1	4/17/2016	SITE SURVEY	DF
2	4/28/2016	TITLE REVIEW	DF

FLOYD SURVEYING
34008 GALLERIE STREET
THUNDERBOLT, CA 92386
OFFICE (949) 200-0836
EMAIL: floyd@floydsurveying.com

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO FLOYD SURVEYING.

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO THE PROJECT WHEREIN IT IS ISSUED IS PROHIBITED.

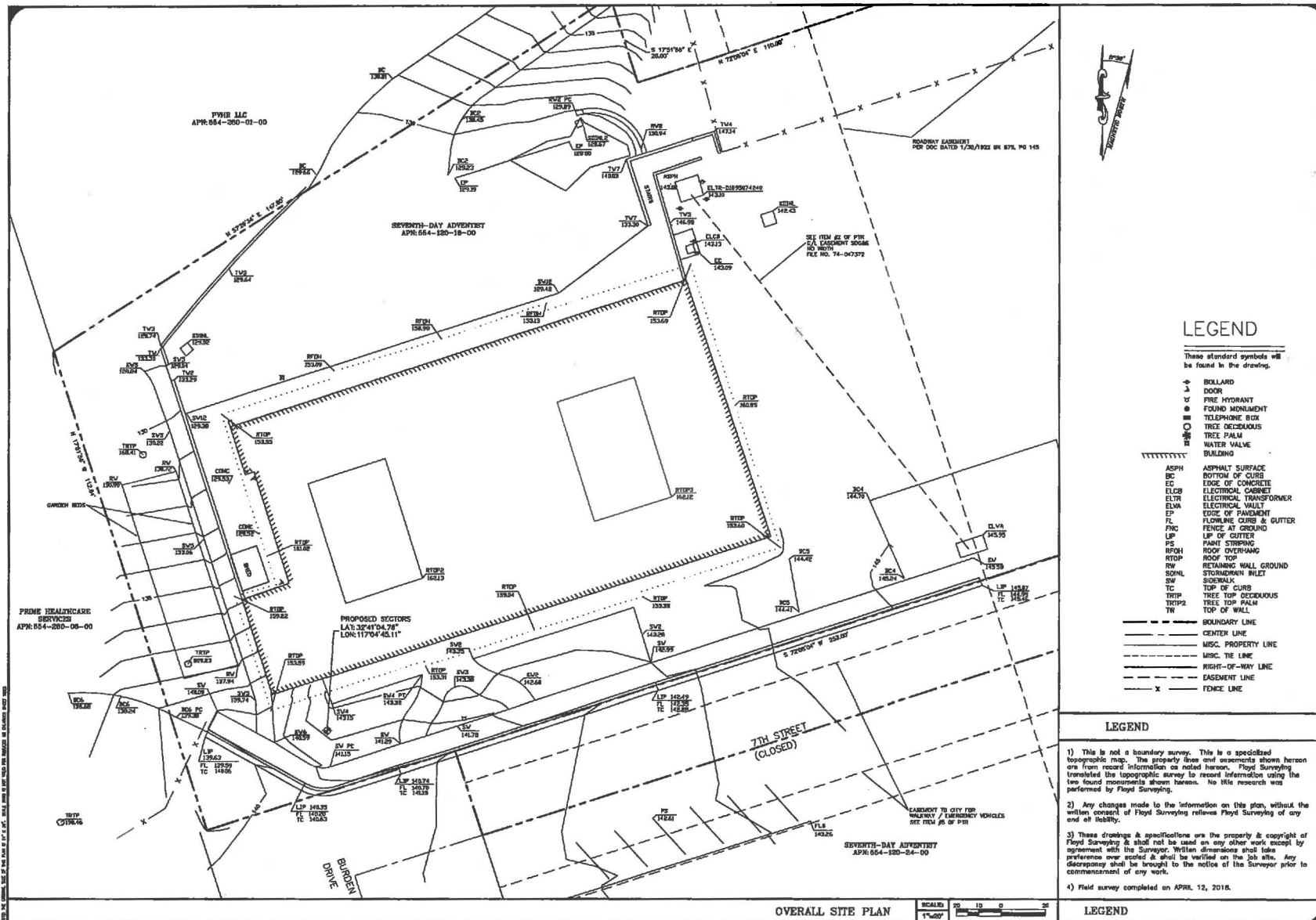
verizon
15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618



E 8TH & EUCLID
2735 E. 7TH STREET
NATIONAL CITY, CA 91960

SHEET TITLE:
SITE SURVEY
GENERAL INFORMATION

LS1



ISSUE STATUS			
REV.	DATE	DESCRIPTION	BY
0	4/11/2018	SITE SURVEY	DF
1	4/26/2018	TITLE REVIEW	DF

FLOYD SURVEYING
34008 GALLERON STREET
TOLUCA, CA 92092
OFFICE: (849) 200-0828
EMAIL: ftd@floydsurveying.com

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO FLOYD SURVEYING. ANY USE OR DISCLOSURE OTHER THAN THAT PERMITTED TO THE USER HEREON IS STRICTLY PROHIBITED.

verizon

15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

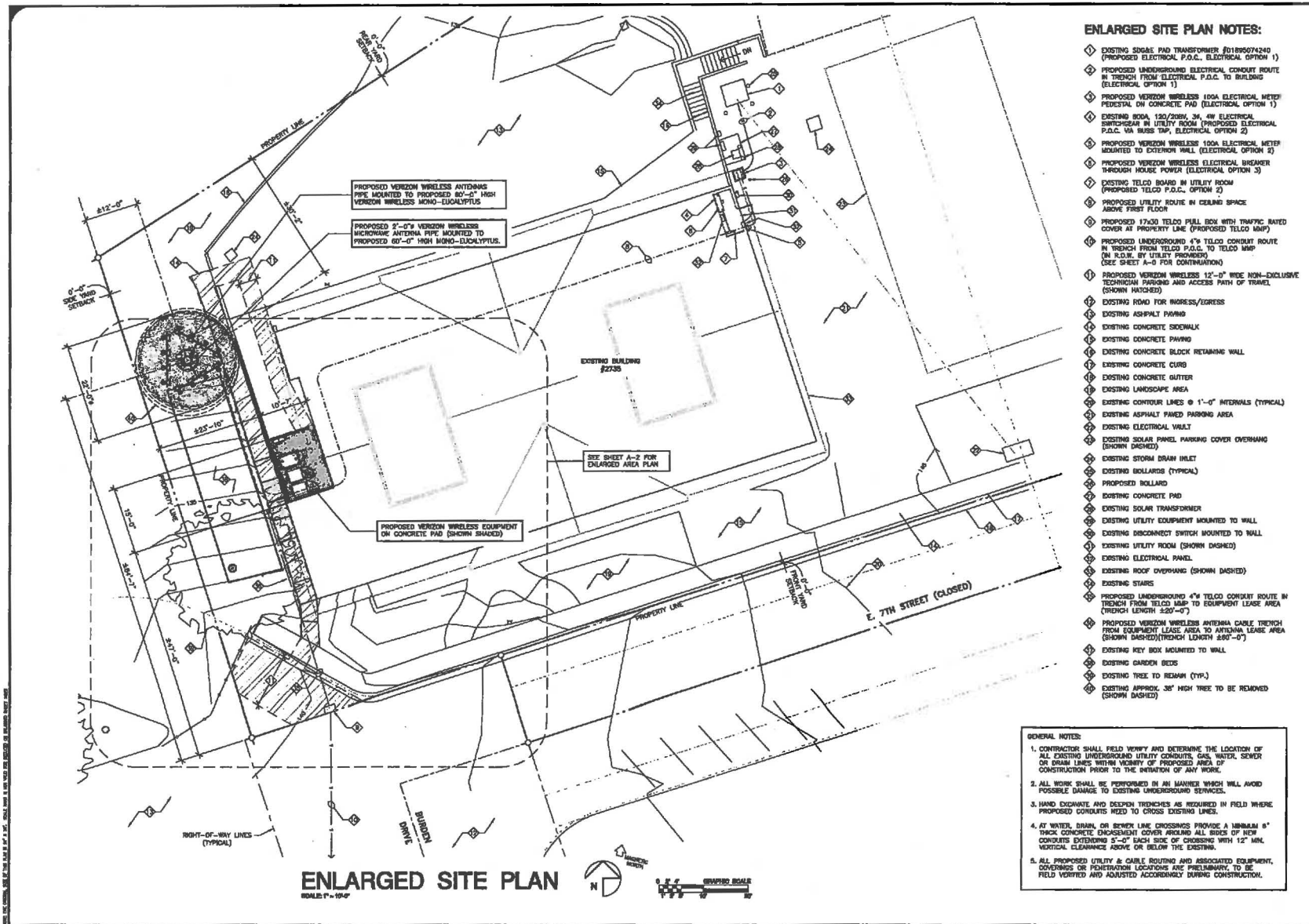


E 8TH & EUCLID

2735 E. 7TH STREET
NATIONAL CITY, CA 91960

SHEET TITLE:
SITE SURVEY
GENERAL INFORMATION

LS2



ISSUE STATUS

REV.	DATE	DESCRIPTION	BY
0	04/05/19	80% DRAWING	10
0	05/07/19	100% DRAWING	10
1	12/05/19	REVERSED 100% 2D	10

Booth Suarez &
ARCHITECTURE INCORPORATED
181 CALLEADA VIEIRA BLVD. SUITE 100
CULVERSVILLE, GA 30009 TEL: 404-241-9474

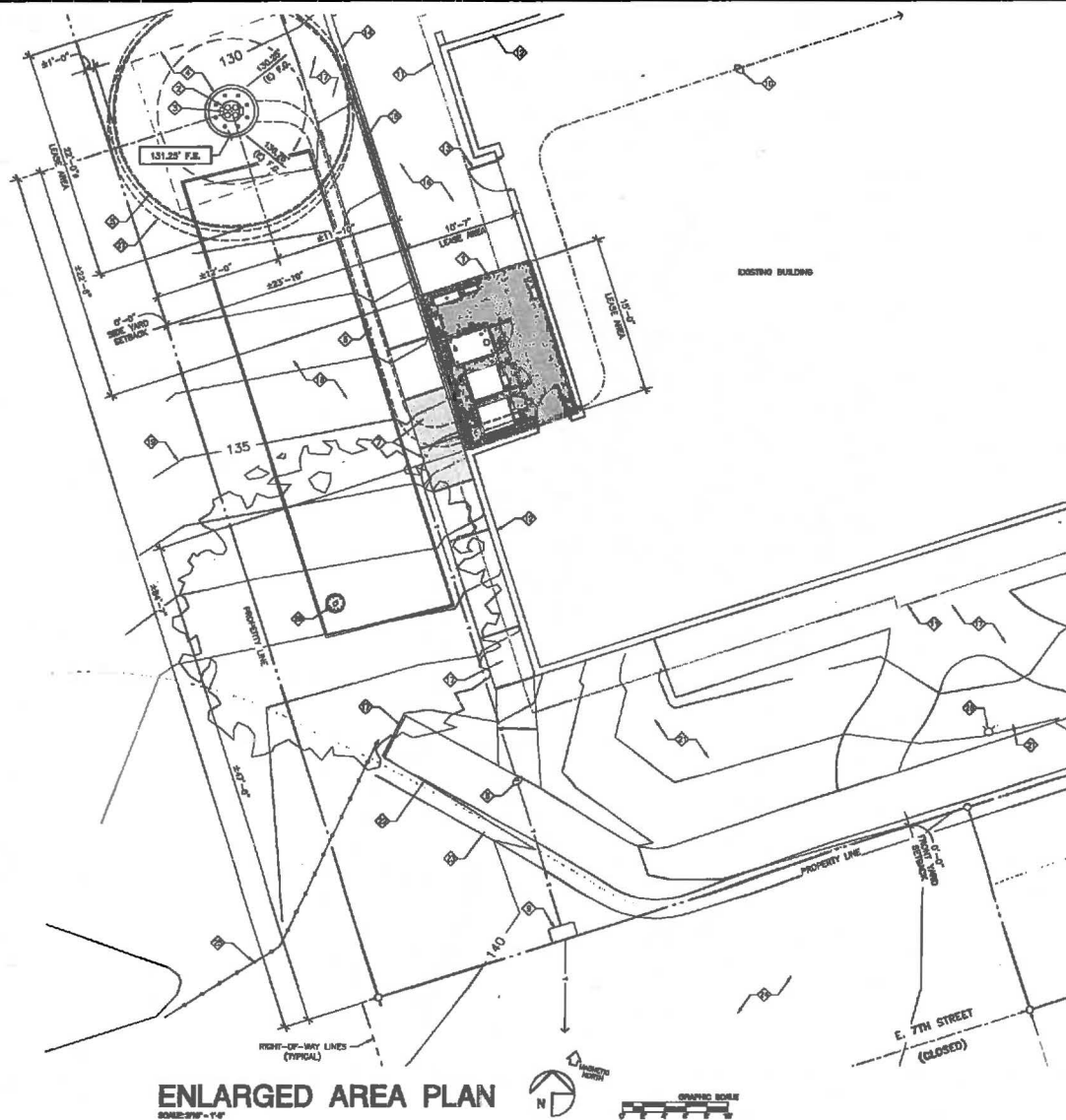
PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO VERIZON WIRELESS
ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO VERIZON WIRELESS IS EXPRESSLY PROHIBITED

verizon
15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

E 8TH & S EUCLID
2735 E 7TH STREET
NATIONAL CITY, CA 91950

SHEET TITLE:
ENLARGED
SITE PLAN

A-1



ENLARGED AREA PLAN NOTES:

- ◆ PROPOSED WIRELESS EQUIPMENT ON EXISTING CONCRETE PAD (SHOWN SHADOWED), SEE SHEET A-3 FOR EQUIPMENT PLAN
- ◆ PROPOSED WIRELESS 60'-0" HIGH MONO-EUCALYPTUS, SEE SHEET A-3 FOR ANTENNA PLAN
- ◆ PROPOSED (4) 4" ANTENNA CABLE CONDUIT AND (3) 1-1/2" CONDUIT FOR GROUND
- ◆ PROPOSED MONO-EUCALYPTUS CANNON OR MAT FOOTING PER MANUFACTURER
- ◆ OUTLINE OF MONO-EUCALYPTUS CANOPY (SHOWN DASHED)
- ◆ PROPOSED WIRELESS ANTENNA CABLE TRENCH FROM EQUIPMENT LEASE AREA TO ANTENNA LEASE AREA (SHOWN DASHED)
- ◆ REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK PANEL FOR ANTENNA AND TELCO CONDUIT TRENCH INSTALLATION (SHOWN SHADOWED)
- ◆ PROPOSED UNDERGROUND 4" TELCO CONDUIT IN TRENCH (SEE SHEET A-1 FOR CONTINUATION)
- ◆ PROPOSED 17"X20" TELCO PULL BOX WITH TRAFFIC RATED COVER AT PROPERTY LINE (PROPOSED TELCO MAP)
- ◆ PROPOSED UTILITY ROUTE IN CEILING SPACE ABOVE FIRST FLOOR (SEE SHEET A-1 FOR CONTINUATION)
- ◆ EXISTING ROOF OVERHANG (SHOWN DASHED)
- ◆ EXISTING BUILDING WALL
- ◆ EXISTING DOOR (TYPICAL)
- ◆ EXISTING CONCRETE BLOCK RETAINING WALL
- ◆ EXISTING CHAIN LINK FENCE ON BLOCK WALL
- ◆ EXISTING CONCRETE PAVING
- ◆ EXISTING CONCRETE SIDEWALK
- ◆ EXISTING GARDEN BEDS
- ◆ EXISTING CONTOUR LINES @ 1'-0" INTERVALS (TYPICAL)
- ◆ EXISTING EUCALYPTUS TREES TO REMAIN
- ◆ EXISTING LANDSCAPE AREA
- ◆ EXISTING CONCRETE CURB
- ◆ EXISTING CONCRETE GUTTER
- ◆ EXISTING ASPHALT PAVING
- ◆ EXISTING GATE
- ◆ EXISTING FIRE HYDRANT
- ◆ EXISTING APPROX. 30' HIGH TREE TO BE REMOVED (SHOWN DASHED)

ISSUE STATUS

DATE	DESCRIPTION	BY
08/08/18	ISSUE 000000	00
08/08/18	ISSUE 000000	00
08/08/18	REVISION 000000	00

Booth & Suarez

ARCHITECTURE INCORPORATED

300 CALIFORNIA STREET, SUITE 200

IRVINE, CA 92618

PROPRIETARY INFORMATION

THIS INFORMATION CONTAINED HEREIN IS THE PROPERTY OF BOOTH & SUAREZ ARCHITECTURE INCORPORATED

NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM BOOTH & SUAREZ ARCHITECTURE INCORPORATED

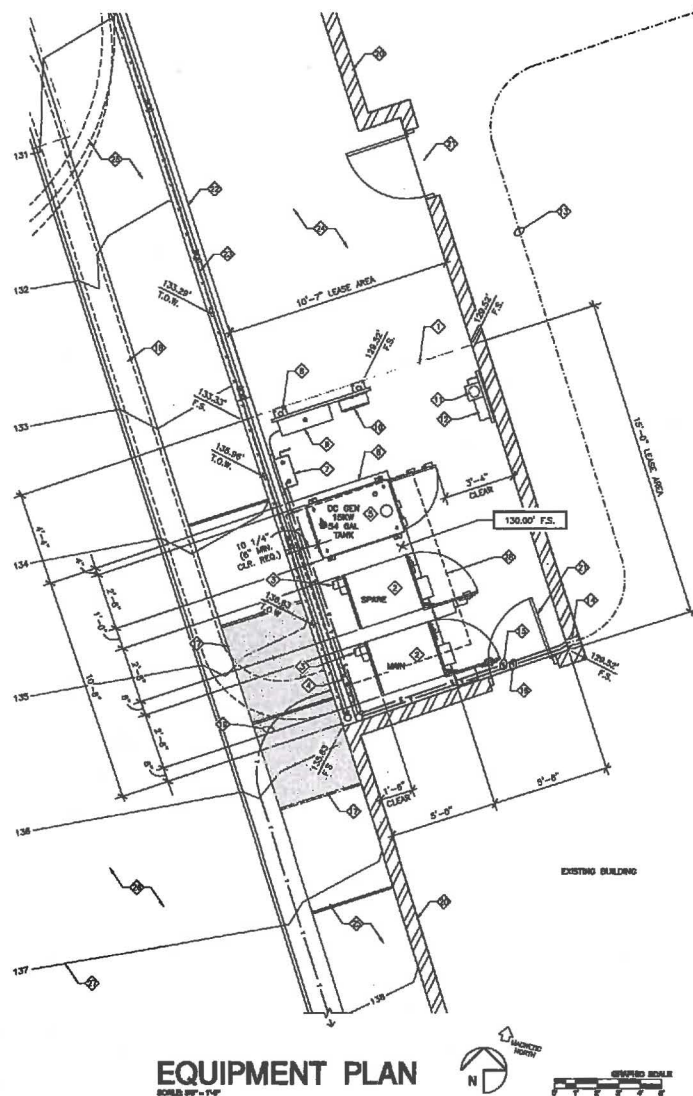
verizon

15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

E 8TH & S EUCLID
2755 E 7TH STREET
NATIONAL CITY, CA 91950

SHEET TITLE:
ENLARGED AREA PLAN

A-2



EQUIPMENT PLAN
SCALE: 1/8" = 1'-0"

EQUIPMENT PLAN NOTES:

1. PROPOSED VERIZON WIRELESS EQUIPMENT ON EXISTING CONCRETE PAD.
2. PROPOSED VERIZON WIRELESS "MIMO CELL EVOLUTION" OUTDOOR EQUIPMENT CABINET (TYPICAL OF 2X), CABINET COMPONENTS: POWER PLANT, CROW, FIBER DISTRIBUTION, ROTATORS, BATTERIES - 3 SYSTEMS, & AC-PANEL, 32.1" WIDE X 45.1" DEEP X 74.0" HEIGHT, WEIGHT: 2000 LBS.
3. PROPOSED 4" ANTENNA CABLE CONDUIT ROUTING ATTACHED TO EXISTING RETAINING WALL.
4. PROPOSED WATERPROOF CONDUIT SLEEVES THROUGH EXISTING RETAINING WALL.
5. PROPOSED VERIZON WIRELESS 150W DC ENCLOSED STANDBY GENERATOR WITH A 54 GALLON DOUBLE WALL SURGE FUEL TANK ON A POURED-IN-PLACE CONCRETE PAD "POLAR POWER PAC" DC GENERATOR OR EQUIVALENT SIZED UNIT WITH A SINGLE UNIT SOUND PRESSURE LEVEL OF 85 DBA AT A REFERENCE DISTANCE OF 25 FEET, 32.0" WIDE X 49.42" DEEP X 78.53" HEIGHT, WEIGHT: 1200 LBS.
6. PROPOSED RAISED CONCRETE PAD FOR VERIZON WIRELESS CABINETS.
7. PROPOSED FUSED DISCONNECT SWITCH UNISTRUT MOUNTED ON EXISTING RETAINING WALL.
8. PROPOSED UNISTRUT "H-FRAME" MOUNTED TO CONCRETE PAVING.
9. PROPOSED "SUN WEST" TELCO CABINET MOUNTED ON NEW UNISTRUT "H-FRAME".
10. PROPOSED "GEN" TELCO EQUIPMENT MOUNTED ON NEW UNISTRUT "H-FRAME".
11. PROVIDE AND INSTALL (1) CLASS "ABC" FIRE EXTINGUISHER IN A WEATHERPROOF CABINET UNISTRUT MOUNTED TO EXISTING CONCRETE BLOCK WALL.
12. PROVIDE AND INSTALL BATTERY ACID SPILL KIT(S) CAPABLE OF NEUTRALIZING A SPILL FROM THE LARGEST BATTERY.
13. PROPOSED UTILITY ROUTE IN CEILING SPACE ABOVE FIRST FLOOR (SEE SHEET A-2 FOR CONTINUATION).
14. CORE HOLE THROUGH EXISTING CONCRETE BLOCK WALL FOR UTILITY CONDUIT ROUTING.
15. PROPOSED ELECTRICAL CONDUIT MOUNTED TO WALL.
16. PROPOSED 4" TELCO CONDUIT MOUNTED TO WALL.
17. REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK PANEL FOR ANTENNA AND TELCO CONDUIT TRENCH INSTALLATION (SHOWN SHADDED).
18. PROPOSED VERIZON WIRELESS ANTENNA CABLE TRENCH (SHOWN DASHED) (SEE SHEET A-2 FOR CONTINUATION).
19. PROPOSED UNDERGROUND 4" TELCO CONDUIT IN TRENCH (SEE SHEET A-2 FOR CONTINUATION).
20. EXISTING CONCRETE BLOCK BUILDING WALL (SHOWN HATCHED).
21. EXISTING DOOR (TYPICAL).
22. EXISTING CONCRETE BLOCK RETAINING WALL.
23. EXISTING CHAIN LINK FENCE ON BLOCK WALL.
24. EXISTING CONCRETE PAVING.
25. EXISTING CONCRETE SIDEWALK.
26. EXISTING GARDEN BEDS.
27. EXISTING CONTOUR LINES @ 1'-0" INTERVALS (TYPICAL).
28. EXISTING STORAGE SHED TO BE REMOVED (SHOWN DASHED) (BY OWNER).

ISSUE STATUS

REV.	DATE	DESCRIPTION	BY
0	04/05/16	REV. 2016	BP
1	05/05/16	100% 2016	BP
1	13/05/16	REVISED 100% 20	BP

Booth & Suarez
ARCHITECTURE INCORPORATED
300 CHILDS AVENUE SUITE 100
CITY OF IRVINE, CA 92614
(949) 431-8474

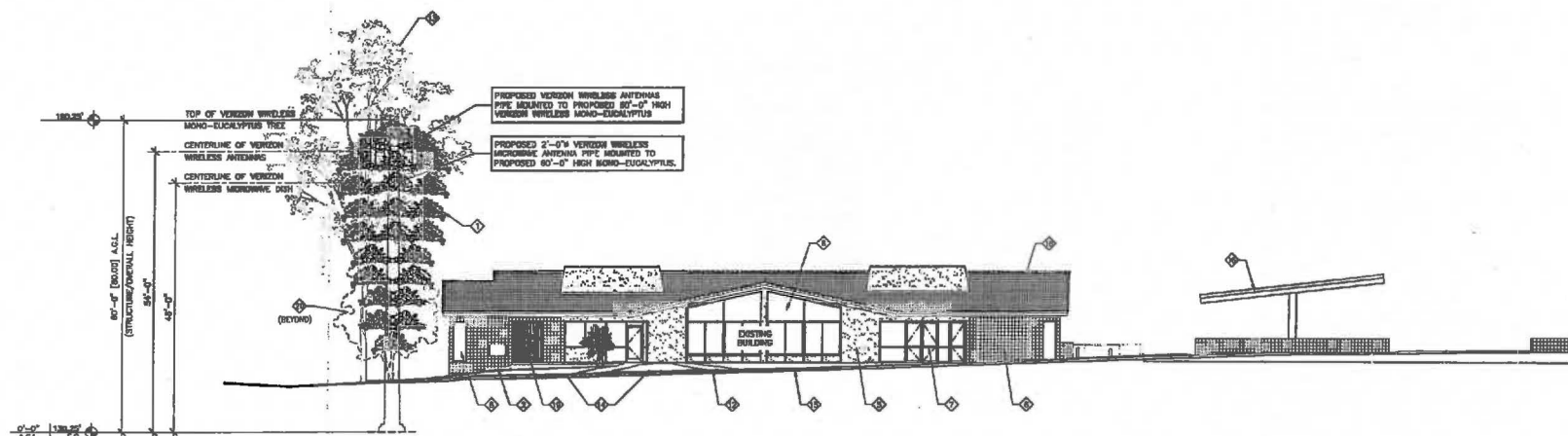
PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO VERIZON WIRELESS.
ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

verizon
15505 SAND CANYON AVENUE, D1
IRVINE, CA 92616

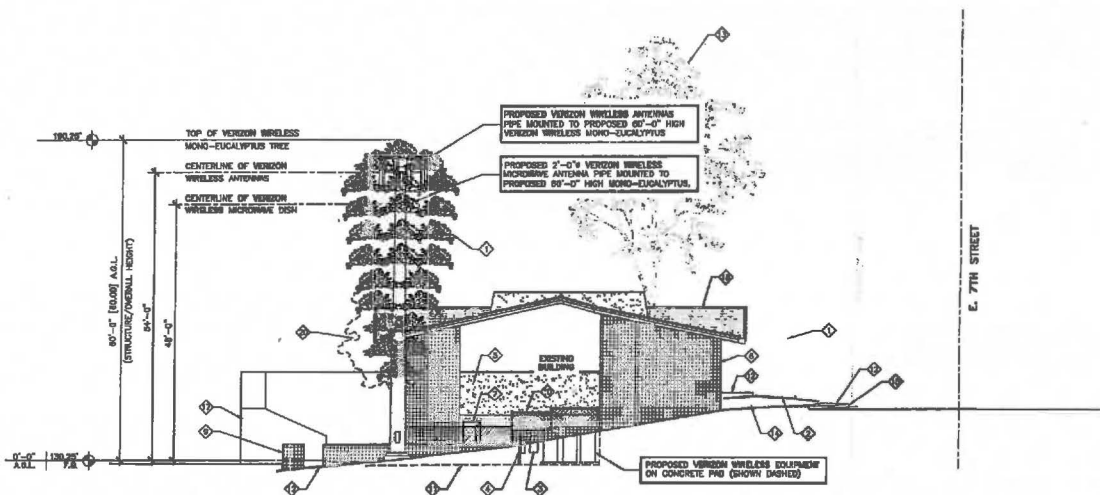
E 8TH & S EUCLID
2735 E 7TH STREET
NATIONAL CITY, CA 91950

SHEET TITLE:
EQUIPMENT PLAN

A-3



SOUTH ELEVATION
SCALE: 1" = 10'-0"



WEST ELEVATION
SCALE: 1" = 10'-0"



ELEVATION NOTES:

- ① PROPOSED VERISON WIRELESS 80'-0" HIGH MONO-EUCALYPTUS, SEE SHEET A-5 FOR MONO-EUCALYPTUS ELEVATION
- ② PROPOSED MONO-EUCALYPTUS ROOTING STEM
- ③ PROPOSED PLUMB DISCONNECT SWITCH UNISTRUT MOUNTED ON EXISTING RETAINING WALL
- ④ PROPOSED UNISTRUT "H-FRAME" MOUNTED TO CONCRETE PAVING
- ⑤ EXISTING STUCCO FINISH BUILDING WALL
- ⑥ EXISTING CONCRETE BLOCK BUILDING WALL (SHOWN HATCHED)
- ⑦ EXISTING DOOR (TYPICAL)
- ⑧ EXISTING WINDOW (TYPICAL)
- ⑨ EXISTING CONCRETE BLOCK RETAINING WALL
- ⑩ EXISTING CHAIN LINK FENCE ON BLOCK WALL
- ⑪ EXISTING CONCRETE PAVING
- ⑫ EXISTING CONCRETE SIDEWALK
- ⑬ EXISTING EUCALYPTUS TREE TO REMAIN (TYPICAL)
- ⑭ EXISTING LANDSCAPE AREA
- ⑮ EXISTING CONCRETE CURB
- ⑯ EXISTING SOLAR PANEL PARKING COVER
- ⑰ EXISTING STAIRS
- ⑱ EXISTING TILE ROOF
- ⑲ EXISTING BRONZED IRON GATE
- ⑳ EXISTING APPROX. 34' HIGH TREE TO BE REMOVED (SHOWN DASHED)

ISSUE STATUS

REV.	DATE	DESCRIPTION	BY
0	10/20/18	ISSUE DURING	MM
0	06/07/18	ISSUE DURING	MM
1	12/05/18	REVISED 1805.2D	MM

Booth & Suarez
ARCHITECTURE INCORPORATED

215 GILBERT STREET, SUITE 100
GILBERT, AZ 85404 (480) 421-1474

PROPRIETARY INFORMATION

THIS INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO VERISON WIRELESS.

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO VERISON WIRELESS IS STRICTLY PROHIBITED.

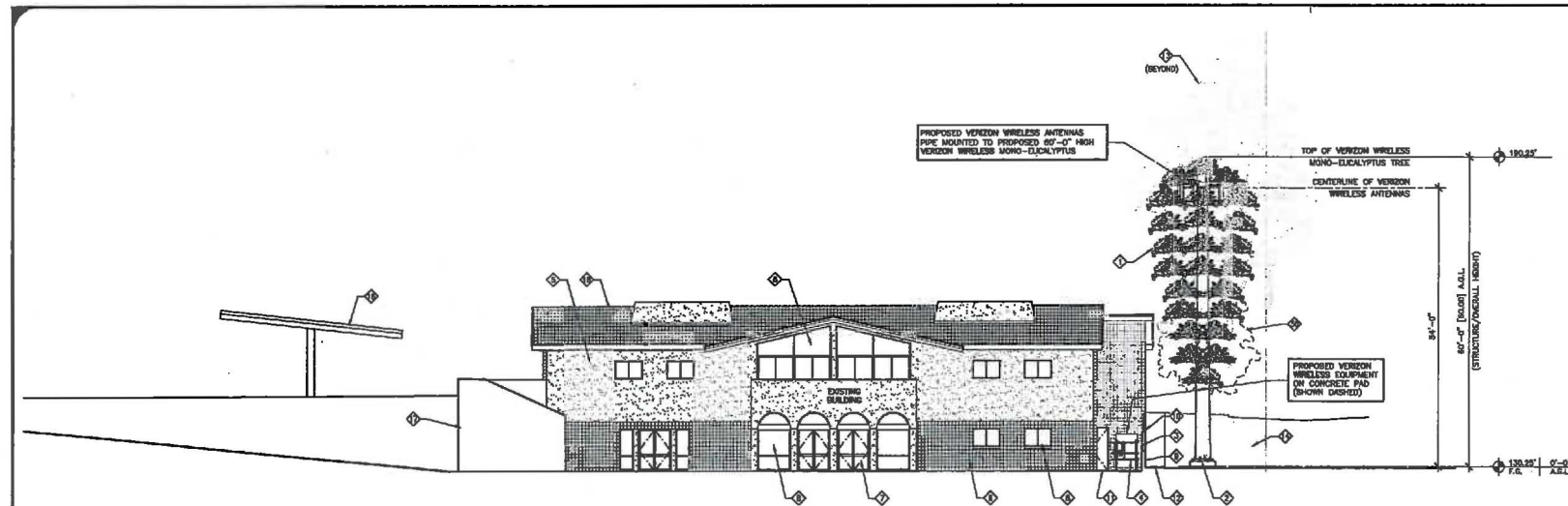
verizon

15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

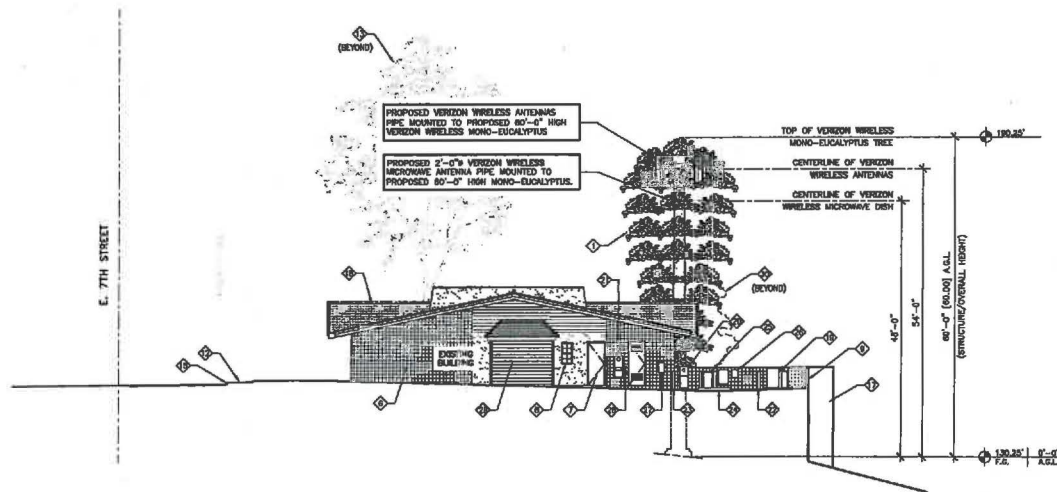
E 8TH & S EUCLID
2735 E 7TH STREET
NATIONAL CITY, CA 91950

SHEET TITLE:
EXTERIOR ELEVATIONS

A-4



NORTH ELEVATION
SCALE: 3/8" = 1'-0"



EAST ELEVATION
SCALE: 3/8" = 1'-0"



ELEVATION NOTES:

- ① PROPOSED VERIZON WIRELESS 80'-0" HIGH MONO-EUCALYPTUS, SEE SHEET A-6 FOR MONO-EUCALYPTUS ELEVATION
- ② PROPOSED MONO-EUCALYPTUS FOOTING STEM
- ③ PROPOSED FUSED DISCONNECT SWITCH UNISTRUT MOUNTED ON EXISTING RETAINING WALL
- ④ PROPOSED UNISTRUT "H-FRAME" MOUNTED TO CONCRETE PAVING
- ⑤ EXISTING STUCCO FINISH BUILDING WALL
- ⑥ EXISTING CONCRETE BLOCK BUILDING WALL (SHOWN HATCHED)
- ⑦ EXISTING DOOR (TYPICAL)
- ⑧ EXISTING WINDOW (TYPICAL)
- ⑨ EXISTING CONCRETE BLOCK RETAINING WALL
- ⑩ EXISTING CHAIN LINK FENCE ON SLOK WALL
- ⑪ EXISTING CONCRETE PAVING
- ⑫ EXISTING CONCRETE SIDEWALK
- ⑬ EXISTING EUCALYPTUS TREE TO REMAIN (TYPICAL)
- ⑭ EXISTING LANDSCAPE AREA
- ⑮ EXISTING CONCRETE CURB
- ⑯ EXISTING SOLAR PANEL PARKING COVER
- ⑰ EXISTING STAIRS
- ⑱ EXISTING TILE ROOF
- ⑲ EXISTING SODAK PAD TRANSFORMER #01895074240 (PROPOSED ELECTRICAL P.D.C. OPTION 1)
- ⑳ PROPOSED VERIZON WIRELESS 100A ELECTRICAL METER PEDestal ON CONCRETE PAD (ELECTRICAL OPTION 1)
- ㉑ PROPOSED VERIZON WIRELESS 100A ELECTRICAL METER MOUNTED TO EXTERIOR WALL (ELECTRICAL OPTION 2)
- ㉒ EXISTING BOLLARDS (TYPICAL)
- ㉓ PROPOSED BOLLARD
- ㉔ EXISTING CONCRETE PAD
- ㉕ EXISTING SOLAR TRANSFORMER
- ㉖ EXISTING UTILITY EQUIPMENT MOUNTED TO WALL
- ㉗ EXISTING DISCONNECT SWITCH MOUNTED TO WALL
- ㉘ EXISTING KEY BOX MOUNTED TO WALL
- ㉙ EXISTING WOOD SIGN
- ㉚ EXISTING APPROX. 38' HIGH TREE TO BE REMOVED (SHOWN DASHED)

ISSUE STATUS

REV.	DATE	DESCRIPTION	BY
0	04/07/18	WORK STARTED	W.S.
1	05/07/18	100% DRAWING	W.S.
2	12/07/18	REVISED 100% DRAWING	W.S.

Booth Suarez &
ARCHITECTURE INCORPORATED
300 LAMAR AVENUE SUITE 1000
OAKLAND, CA 94612
TEL: 415-778-1474

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO VERIZON WIRELESS
ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED

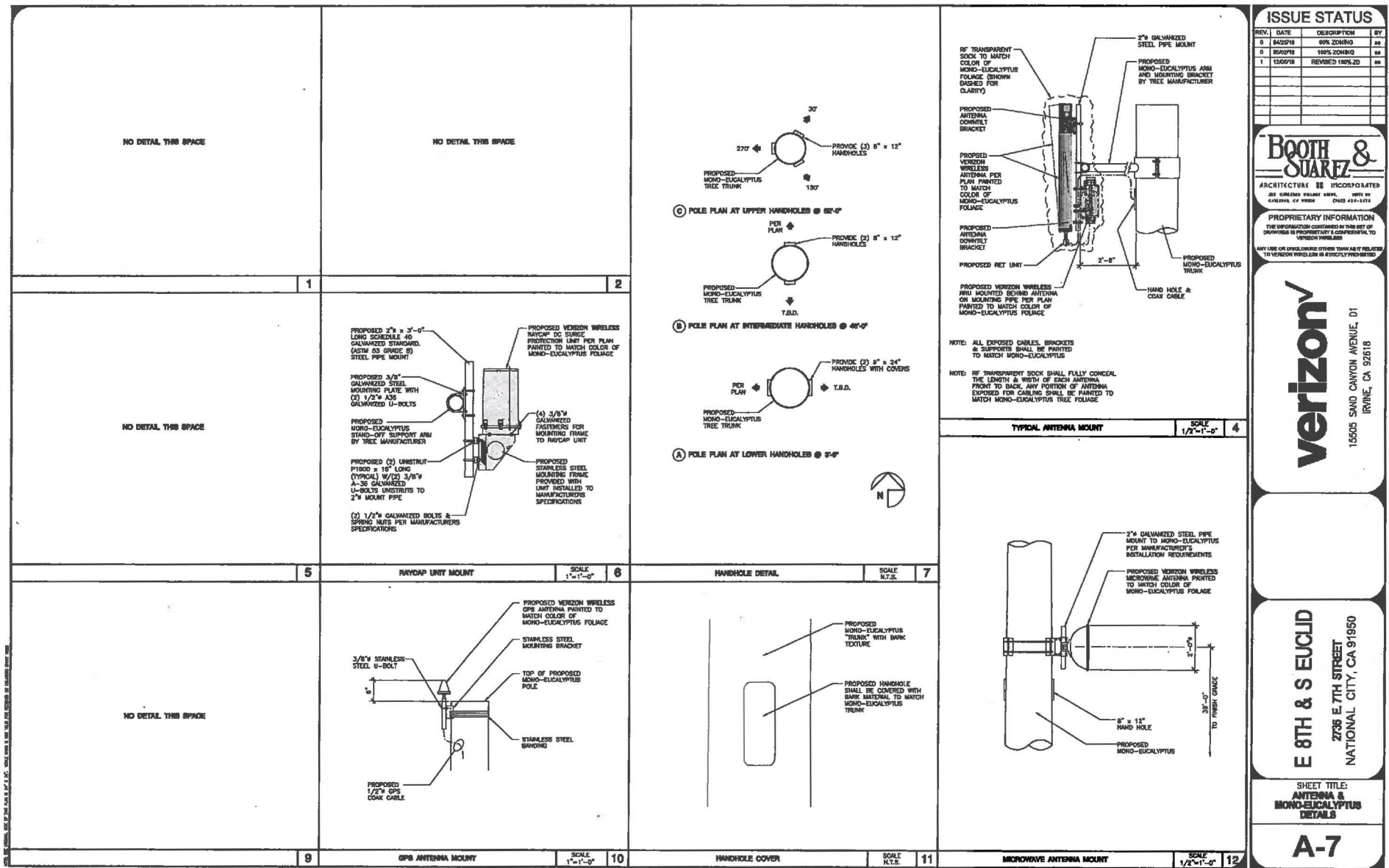
verizon

15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

E 8TH & S EUCLID
2735 E 7TH STREET
NATIONAL CITY, CA 91950

SHEET TITLE:
EXTERIOR ELEVATIONS

A-5



ISSUE STATUS				
REV.	DATE	DESCRIPTION	BY	CHK
0	04/25/18	90% DOWING	AB	
0	05/05/18	100% DOWING	AB	
1	12/05/18	REVISED 1805.20	AB	

Booth & Suarez
ARCHITECTURE INC. INCORPORATED
205 CALLE DEL SOLAR, SUITE 100
CAROLINA, NC 27513
TEL: 919.433.1271 FAX: 919.433.1272

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO VERIZON WIRELESS.
ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

verizon
15505 SAND CANYON AVENUE, D1
IRVINE, CA 92618

E 8TH & S EUCLID
2736 E 7TH STREET
NATIONAL CITY, CA 91950

SHEET TITLE:
ANTENNA & MONO-EUCALYPTUS DETAILS

A-7

EXISTING



E 8th & S Euclid
2735 E. 7th St.
National City, CA 91950

verizon

Proposed monoecalyptus



These simulations are intended for graphical purposes only and not intended to be part of or to replace the information provided on the construction drawings

12/7/2016

EXHIBIT: B
CASE
DATE:

163 of 296

2016-13 CUP

EXHIBIT
CASE FILE NO.
DATE

PROPOSED

Photosimulation of proposed telecommunications site

EXISTING



E 8th & S Euclid
2735 E. 7th St.
National City, CA 91950

verizon

Proposed monoecalyptus



These simulations are intended for graphical purposes only and not intended to be part of or to replace the information provided on the construction drawings

PROPOSED

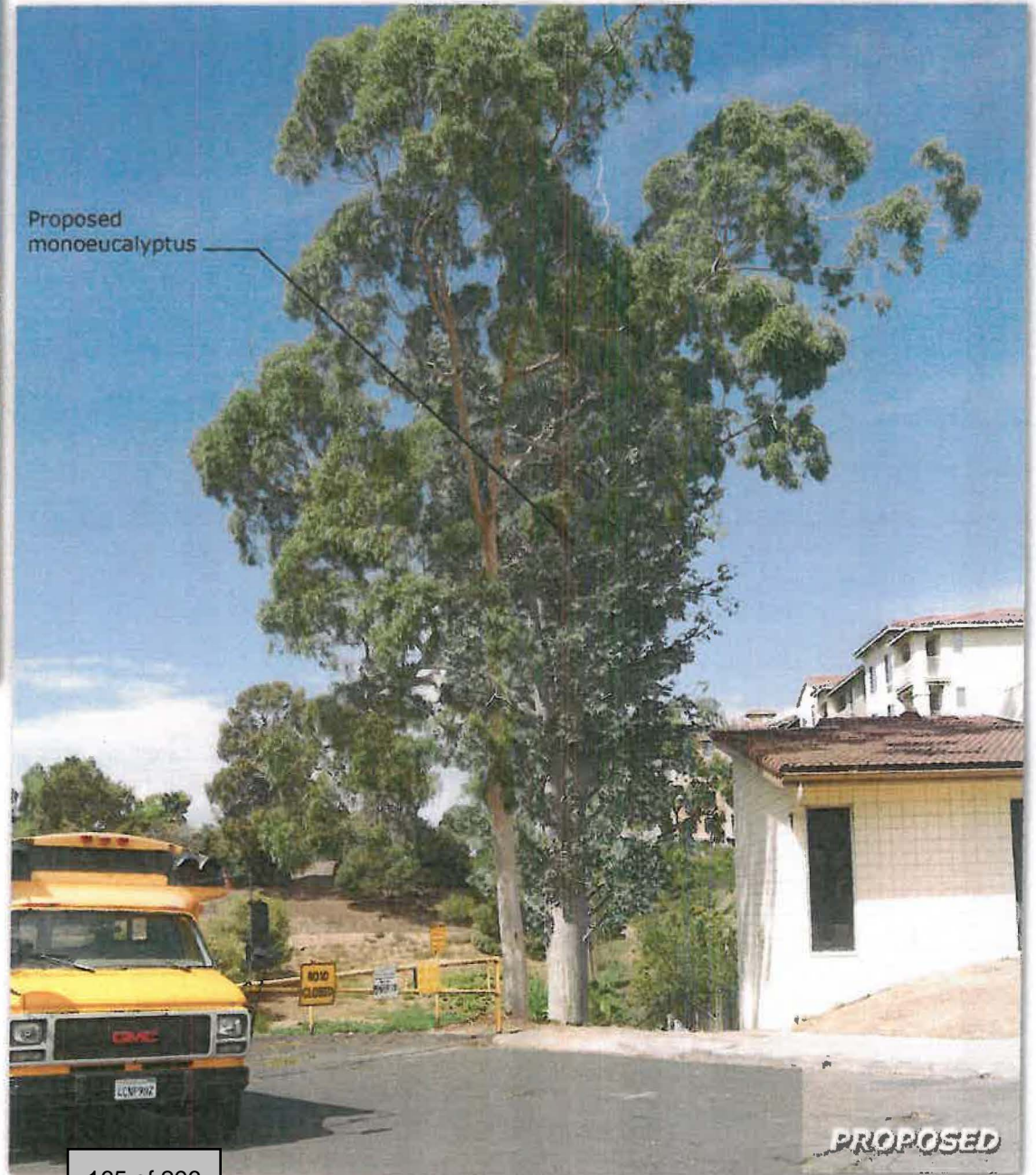
EXISTING



E 8th & S Euclid
2735 E. 7th St.
National City, CA 91950

verizon

Proposed
monoeucalyptus



These simulations are intended for graphical purposes only and not intended to be part of or to replace the information provided on the construction drawings

12/7/2016

165 of 296

Photosimulation of proposed telecommunications site

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Inflatable World hosted by Inflatable World Corporation at Westfield Plaza Bonita Mall from March 4, 2017 thru August 27, 2017 with no waiver of fees.
(Neighborhood Services Department)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Temporary Use Permit – Inflatable World hosted by Inflatable World Corporation at Westfield Plaza Bonita Mall from March 4, 2017 thru August 27, 2017 with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from Inflatable World Corporation to hold Inflatable World at 3030 Plaza Bonita Road from March 4, 2017 thru August 27, 2017. This outdoor inflatable amusement park will feature slides, obstacle courses and bouncers for child entertainment surrounded by temporary fencing for perimeter safety and carpet for flooring.

This park is open to the public and paid admission grants unlimited play time for the entire day with in and out privileges. No activities outside the fenced perimeter are set up.

Note: This applicant has been approved for this request in 2015 and 2016 with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. _____

APPROVED: _____ **MIS**

City fee of \$237.00 for processing the TUP through various City departments, plus \$200.00 for the Fire Permits

Total Fees: \$437.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

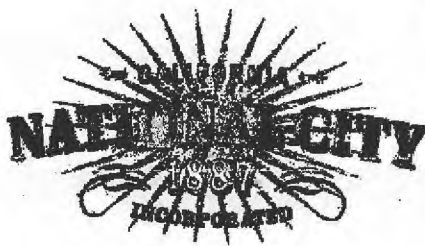
Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP ☐ Sporting Event ☒ Other (specify) Inflatable Park

Event Name & Location

Event Title Inflatable World
Event Location (list all sites being requested) 3030 Plaza Bonita Rd.

Event Times

Set-Up Starts
Date 3/1/17 Time 7:00 AM Day of Week Wednesday
Event Starts
Date 3/4/17 Time 11:00 AM Day of Week Saturday
Event Ends
Date 3/25/17 Time 7:00 PM Day of Week Sunday
Breakdown Ends
Date 8/31/17 Time 7:00 PM Day of Week Thursday

RECEIVED

JAN 19 2017

Neighborhood Services Department
City of National City

Applicant Information

Applicant (Your name) Kevin Fonseca Sponsoring Organization Inflatable World
Event Coordinator (if different from applicant) _____
Mailing Address 7790 Westside Drive Apt. 101 San Diego CA 9208
Day Phone 619 665-8411 After Hours Phone SAME Cell SAME Fax _____
Public Information Phone 619 216-0999 E-mail kevin-fonseca@hotmail.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date 1/17/17

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☒ No ☐

If YES, please explain the purpose and provide amount (\$):

\$15 - \$20 wristband cost for unlimited

play time inside inflatable play zone

\$ 240,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 140,000 Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

outdoor inflatable play zone featuring slides, obstacle courses, bounce houses and party areas.

Estimated Attendance

Anticipated # of Participants: 12,000 Anticipated # of Spectators: 6,000

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Event is family oriented and attendance is scattered between 6 months, employees patrol entrance, exits, and play area

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☐ No ☐

☐ First aid station to be staffed by professional company. ▶ Company _____

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

There is disability access throughout
entire area including entrance/exits, hallways,
party areas.

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ▶ _____ (Dimensions)

Setting up canopies or tents?

3 # of canopies size 20'x20'

_____ # of tents size _____

☐ No canopies/tents being set up

Setting up tables and chairs?

☒ Furnished by Applicant or Contractor

15 # of tables ☐ No tables being set up

40 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

- ☐ Sporting Equipment (explain) _____
- ☐ Other (explain) _____
- ☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

- ☐ PA System for announcements ☐ CD player or DJ music
- ☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band
- ☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

- ☐ Bringing in own lighting equipment
- ☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☒ No ☐

- ☒ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration
- ☒ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see Permits and Compliance on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 433-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

- ☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

- ☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

- ☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____
- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____
- ☐ Vendors selling food # _____ ▶ Business License #(s) _____
- ☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

☒ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☒ Inflatable bouncer house # 6

☐ Rock climbing wall Height _____

☒ Inflatable bouncer slide # 6

☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/\$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$602.00.

Arranging for media coverage? Yes ☐ No ☒

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

☒ Yes, we will have banners # 4

☐ What will signs/banners say? NOW OPEN / RESERVE YOUR PARTY

☒ How will signs/banners be anchored or mounted? MOUNTED TO CHAINLINK FENCE

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: 3

▶ Total number of ADA accessible portable toilets: 1

☒ Contracting with portable toilet vendor. ▶ Diamond Environmental 760744719

▶ Load-in Day & Time 3/1/17 ▶ Load-out Day & Time 8/31/17

☒ Portable toilets to be serviced. ▶ Time 2x per week 8:00am

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☒ Yes, will set up the day before the event. ▶ # of set-up day(s) 3

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☒ N/A

Breaking down set-up the day after the event?

☒ Yes, breakdown will be the day after the event. ► # of breakdown day(s) 4

☐ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☐ Using volunteer clean-up crew during and after event.

☒ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Inflatable World</u>	
Event Address: <u>3030 Plaza Bonita Rd</u>	Expected # of Attendees: <u>12,000 - 6 months</u>
Event Host/Coordinator: <u>Kevin Fonseca</u>	Phone Number: <u>619 665-8411</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>10</u>	X		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>5</u>	X		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	X		
Do all storm drains have screens to temporarily protect trash and debris from entering?			X
Are spill cleanup kits readily available at designated spots?			X

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Inflatable World
Person in Charge of Activity: Kevin Fonseca
Address: 7790 Westside Drive Apt. 101 San Diego CA 92108
Telephone: (619) 665-8411 Date(s) of Use: 3/1/17 - 8/31/17

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: [Signature]

Official Title: President Date: 1/17/17

For Office Use Only

Certificate of Insurance Approved _____ Date _____



Westfield Plaza Bonita
3030 Plaza Bonita Road
Suite 2075
San Diego, CA 91950
T (619) 267-2850
F (619) 472-6662

January 18, 2017

City of National City
Attention: Vlaney Rivera
Neighborhood Services Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Inflatable World – Westfield Plaza Bonita

Dear Ms. Rivera:

I hereby authorize Kevin Fonseca, acting as representative of Inflatable World Corp., to operator a business known as Inflatable World in parking lot #7 at Westfield Plaza Bonita during the dates of March 1, 2017 – August 27, 2017.

Kevin Fonseca has permission to install temporary power to poles in parking lot #7 to provide power during the temporary use time if adequate power is not already in place.

Inflatable World will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Sincerely,

Michael Bosco
General Manager
Westfield Plaza Bonita

cc: retailers file



SWEETWATER ROAD

SWEETWATER ROAD

PLANS PREPARED/DESIGNED BY:
KEVIN FONSECA (INFLATABLE WORLD VP)
(618)885-4411 OFFICE: (519)216-0189

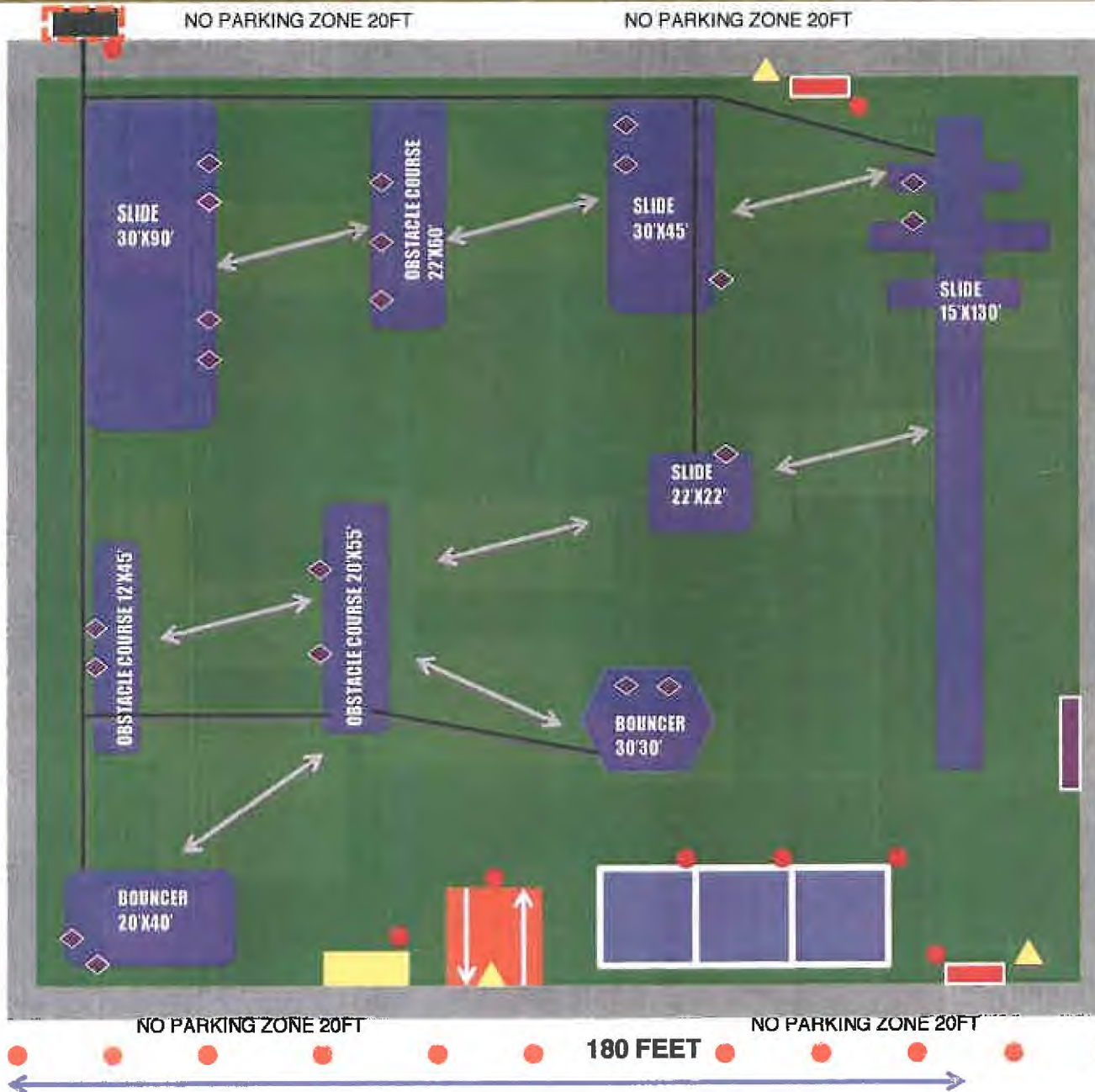
2016 SITE PLAN, WESTFIELD PLAZA BONITA PARKING LOT
"MAXX BOUNCE AMUSEMENT PARK"

- NEW TURF FLOORING
- LANDSCAPING
- 6 FT TEMP. FENCE NO SCREENING
- INFLATABLE UNIT
- CONCESSION CART *ALL PREPACKAGED FOX
- MAIN ENTRANCE/EXIT CANOPY 20'x20'
- EMERGENCY EXIT 36 INCH PANEL DOOR (LOCKED IN OPEN POSITION)
- PARTY CANOPY (3) 18'x18'
- GENERATOR Whisperwall 70kva ac generator model dce -708SI
- ToolKing Blower 1hp/7amp
- FIRE EXTINGUISHER
- POWER LINE (CABLE COVERS THRU HALLWAY)
- 15' to 20' DISTANCE
- PERIMETER FENCE FOR GENERATOR
- EXIT SIGNS
- CONES PERIMETER 20'
- Portable Restrooms :
- OCCUPANCY TYPE: (A-3)
- PARCEL #
- CODES TO BE USED:
(2013 CBC, CMC, DEC, CPC, CFC)
- OCCUPANT LOAD FOR PLAY AREA IS (500)

3030 PLAZA BONITA RD.
NATIONAL CITY, CA 91950



NO PARKING ZONE 20FT
168 FEET
NO PARKING ZONE 20FT





**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Inflatable World

EVENT: Inflatable World

DATE OF EVENT: March 4, 2017 through August 27, 2017

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER.	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES

No Comments

POLICE DEPARTMENT

The Police Department does not have any stipulations for this event. We will notify our on duty personnel of the event so they are aware and can monitor if an incident occurs.

CITY ATTORNEY

The City Attorney's office has no requirements for this application.

COMMUNITY SERVICES

No comments

PUBLIC WORKS

No comments

FINANCE

Inflatable World will need to renew their business license.

RISK MANAGER (619) 336-4370

I have reviewed the above captioned request for the issuance of a Temporary Use Permit. In order to satisfy the City's insurance requirements it will be necessary that the applicant provide the following:

- A valid copy of the Certificate of Liability Insurance.
- The applicant must provide a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers".
- The insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

FIRE

INSPECTION REQUIRED

\$200.00 INSPECTION FEE FOR INSPECTIONS OCCURING AFTER HOURS OR ON WEEKENDS OR HOLIDAYS

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways
- 2) Fire Department access into and through event areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed

- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 5) Vehicles shall be isolated from contact with the tents, canopies or membrane structures. Vehicles shall be at least **20** feet away from tents, canopies and membrane structures
- 8) Provide a minimum of 2A:10BC fire extinguishers throughout area. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher (*See Attached*). Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. A sign describing location of extinguisher (*Fire Extinguisher*) shall be placed immediately above the fire extinguisher
- 7) Every room or space, shall have the occupant load of the space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall be posted by the Building or Fire Official based on room configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded
- 8) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more. Exits, aisles and passageways shall not be blocked or have their minimum clear width obstructed in any manner
- 9) The arrangement of aisles shall be subject to approval by the building and fire code official, and shall be maintained clear at all times during occupancy
- 10) The floor surface and grounds outside shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises
- 11) Smoking shall not be permitted in amusement area. Approved "No Smoking" signs shall be conspicuously posted
- 12) Internal combustion power sources that may be used for "Emergency Power" shall be of adequate capacity to permit uninterrupted operation during normal operating hours

- 13) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 14) A drip pan shall be used to capture oils and fuel lost during normal operation
- 15) Diesel fuel stored, shall be no more than 10 gallons of fuel. Diesel fuel shall be stored no closer than 20 feet from generator
- 16) Diesel fuel shall be protected from impact of surrounding vehicles and machinery (20 feet). Container holding fuel, shall meet all state and federal guidelines for holding vessel and storage
- 17) Approved holding vessel (container) shall be labeled (DOT) so as to describe its contents. Label shall be visible to all oncoming emergency personnel
- 18) Diesel fuel container shall have secondary containment to meet code
- 19) Diesel fuel container shall be bonded and grounded to meet code
- 20) Dispensing of fuel shall meet code requirements for the correct dispensing of flammable and combustible liquids. Gravity style dispensing apparatus shall not be used
- 21) Provide a 2A:10BC fire extinguisher at entrance to generator. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance
- 22) Any electrical power used, is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only, and shall be protected so as not to create a tripping hazard to the public. Consult building official for requirements and inspection of possible temporary power/electrical
- 23) A clear **revised** site map shall be required for this event to include requirements mentioned in this document
- 24) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event
- 25) Entire air supported structure systems shall be inspected at regular intervals throughout the permit use period, by the permittee, owner or agent to determine that the installation is maintained in accordance with Chapter 34 of the 2013 California Fire Code

- 26) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event. Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars. Please contact the National City Fire Department to arrange a time for inspection. Periodic inspections will be conducted by the National City Fire Department for this event.
- 27) Fire Department fees can only be waived by City Council.
- 28) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking."*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 – 200 sf -	\$200.00
201 – (+) sf -	\$400.00

Approval Contingent Upon Final Field Inspection and Compliance With All Applicable Codes and Ordinances

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – National City International Mariachi Festival sponsored by the National City Chamber of Commerce at Pepper Park on March 12, 2017. Applicant is requesting a waiver of Fire Department and Police Department fees. (Neighborhood Servic

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – National City International Mariachi Festival sponsored by the National City Chamber of Commerce at Pepper Park on March 12, 2017. Applicant is requesting a waiver of Fire Department and Police Department fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from the National City Chamber of Commerce to conduct the National City International Mariachi Festival on March 12, 2017 from 11 a.m. to 7 p.m. This event is being held at Pepper Park which requires a Port of San Diego large event permit. In accordance with the Unified Port of San Diego permit process, any event which could require Police or Fire services at Pepper Park must also process with the City of National City's designated departments to determine if permits are warranted and if fees apply. This process is to ensure that National City Police and Fire services are aware of large events planned at Pepper Park and that proper review for public safety is conducted. Currently, San Diego Port staff and National City staff are working together to improve the application notification and review process for such events.

The applicant is requesting a waiver of National City Fire Department inspection and Police Department fees. Applicant is requesting to use City lots A & B located on Bay Marina Drive for parking.

Note: Waiver of \$600.00 Fire Department fees were approved by City Council in 2016.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The City has incurred \$237 for processing the TUP, plus \$1,500 for the National City Fire Department Inspection fees, \$118 for Building, and \$1,508.20 for Police Department.
Total fees: \$3,363.20

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 338-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☒ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title National City International Mariachi Festival 2017

Event Location (list all sites being requested) Pepper Park 3299 Tidelands Ave National City CA 91950

Event Times

Set-Up Starts
Date March 11, 2017 Time 7AM Day of Week Saturday

Event Starts
Date March 12, 2017 Time 11AM Day of Week Sunday

Event Ends
Date March 12, 2017 Time 7PM Day of Week Sunday

Breakdown Ends
Date March 12, 2017 Time 11:59PM Day of Week Sunday

RECEIVED

JAN 31 2017

Neighborhood Services Department
City of National City

Applicant Information

Applicant (Your name) Reve Productions David. A Sponsoring Organization National City Chamber of

Event Coordinator (if different from applicant) David Alceraz Reve Productions

Mailing Address 2049 Clearwater Place Chula Vista, CA 91913

Day Phone 6194102230 After Hours Phone 6194102230 Cell 6194102230 Fax N/A

Public Information Phone (619) 779-8687 E-mail david@revepro.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event setup. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date 1/12/2017

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☒ No ☐

If YES, please explain the purpose and provide amount (s):

Vendors \$250.00 nonprofits \$150.00; maximum sponsorship of \$45,000

\$ 95,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 80,000 Estimated Expenses for this event.

\$ 15,000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

The Mariachi Festival will provide different vendor booths, nonprofit, food vendors, art display

and live music. There will be approximately about 10-15 Mariachi groups performing. There will

also be water adventure rides. A rock climbing wall, and bounce house for children.

requesting dirt lot ~~A & B~~ A & B will be utilize as parking for the national City Mariachi Festival.

Estimated Attendance

Anticipated # of Participants: 250 Anticipated # of Spectators: 15,000

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☒ No ☐

☒ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):
Yes on San Diego Port Property

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: see attachment

Have you hired Professional Security to handle security arrangements for this event?

Yes ☒ No ☐ If YES, name and address of Security Organization Premier Properties Security

Security Director (Name): Victor Gonzalez Phone: (619) 384-8536

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☒ No ☐

☒ First aid station to be staffed by professional company. ▶ Company AMR

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
The festival will provide access to both shuttles and ramped area for individuals with disabilities. We
will also have specific areas for people with disabilities.

Elements of your Event

Setting up a stage? Yes ☒ No ☐

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☒ Applicant providing own stage ▶ attachments (Dimensions)

Setting up canopies or tents?

140 # of canopies size 10X10

1 # of tents size 20X30

☐ No canopies/tents being set up

Setting up tables and chairs?

☒ Furnished by Applicant or Contractor

100 # of tables ☐ No tables being set up

2000 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

 # of tables ☐ No tables being set up

 # of chairs ☐ No chairs being set up

Contractor Name Pattys Linens

Contractor Contact Information	<u>2601 Hoover Ave #B</u>	<u>National City</u>	<u>619 336 0467</u>
	Address	City/State	Phone Number

Setting up other equipment?

- ☐ Sporting Equipment (explain) _____
- ☐ Other (explain) _____
- ☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☒ No ☐

- ☒ PA System for announcements ☐ CD player or DJ music
- ☒ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☒ Large 6+ piece live band
- ☒ Other (explain) Mariachi Music _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

- ☐ Bringing in own lighting equipment
- ☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☒ No ☐

- ☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration
- ☒ Bringing in generator(s) ☒ For sound and/or lighting ☒ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☒ No ☐

- ☒ Vendors preparing food on-site ▶ # ¹⁰ _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____
Grilling Meats and served in plates

If you intend to cook food in the event area please specify the method:
☒ GAS ☒ ELECTRIC ☒ CHARCOAL ☐ OTHER (Specify): _____

- ☒ Vendors bringing pre-packaged food ▶ # ⁵ _____ ▶ Business License # _____

- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

- ☒ Vendors selling food # ¹⁰ _____ ▶ Business License #(s) ^{TBD} _____

- ☒ Vendors selling merchandise # ¹⁰ _____ ▶ Business License #(s) ^{TBD} _____

☒ Food/beverages to be handled by organization; no outside vendors

☒ Vendors selling services # 175 ▶ Business License #(s) TBD

▶ Explain services Food vendors / retail

☒ Vendors passing out information only (no business license needed) # 50

▶ Explain type(s) of information non-profits / military

☐ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☒ Rock climbing wall Height Inflatable 25 feet

☐ Inflatable bouncer slide # _____ ☒ Arts & crafts (i.e., craft making, face painting, etc.)

☒ Other Parachute Rocket, won bubbles / XOBING

Wrestling show / WATERBOILER / EURO bungy / paintball
total Combat

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☒ No ☐

☒ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☐ Yes, we will post signage # 30-60 Dimensions

☐ Yes, having inflatable signage # ▶ (complete Inflatable Signage Request form)

☒ Yes, we will have banners # 5

☐ What will signs/banners say? information about the festival

☐ How will signs/banners be anchored or mounted? Zip-ties

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: 6

▶ Total number of ADA accessible portable toilets: 2

☐ Contracting with portable toilet vendor. ▶ Diamond Enviromental Services

▶ Load-in Day & Time March 11, 2017 10AM ▶ Load-out Day & Time March 12, 2017 8PM

☒ Portable toilets to be serviced. ▶ Time every 1 and half

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☒ Yes, will set up the day before the event. ▶ # of set-up day(s) March 11, 2017

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____
- ☒ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☒ Using volunteer clean-up crew during and after event.
- ☒ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

Pedi Cab's will be used during the festival hours

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>National City International Mariachi Festival</u>	
Event Address: <u>Pepper Park National City</u>	Expected # of Attendees: <u>15k</u>
Event Host/Coordinator: <u>David Alcaraz</u>	Phone Number: <u>(619) 410-2230</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>30</u>	yes		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>30</u>	yes		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	yes		
Do all storm drains have screens to temporarily protect trash and debris from entering?	yes		
Are spill cleanup kits readily available at designated spots?	yes		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Reve Productions/ National City Chamber Commerce
Person in Charge of Activity: David Alcaraz / Jacqueline L. Reynoso
Address: 901 National City Blvd., National City 91950 / 2049 Clearwater Place CV
Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

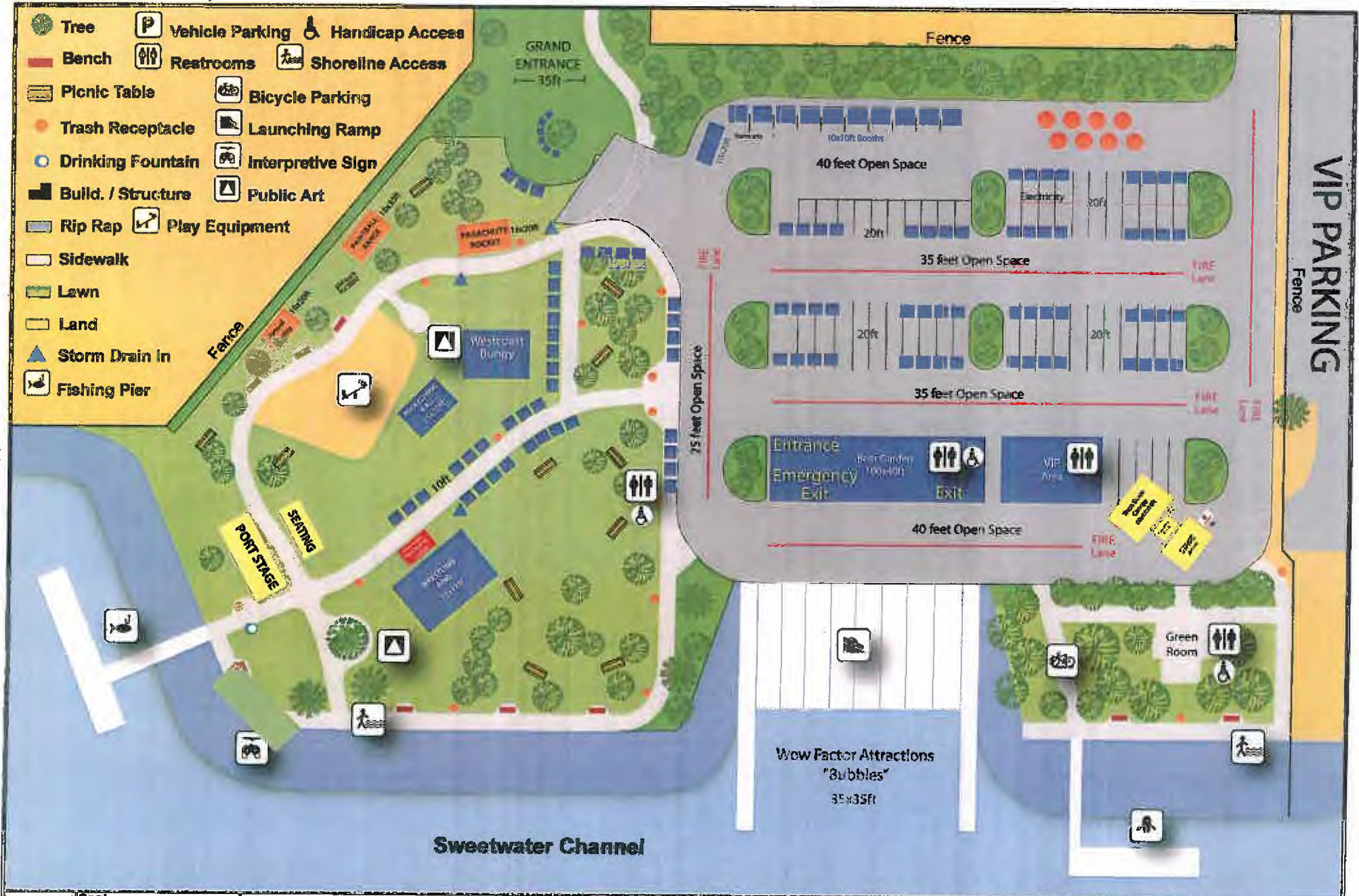
Signature of Applicant: _____

Official Title: _____

Date: 1/12/2017

For Office Use Only

Certificate of Insurance Approved _____ Date _____





National City
**INTERNATIONAL
MARIACHI
FESTIVAL**

National City Chamber of Commerce
901 National City Blvd.
National City, CA, 91950
Business: (619) 477-9339
Fax: (619) 477-5018

Email: Reynoso@nationalcitychamber.org
Website: www.nationalcitychamber.org

January 11, 2016

Honorable Mayor and Council
City of National City
1243 National City Blvd.
National City, CA 91950

To Whom It May Concern:

The National City Chamber of Commerce is honored to host the 5th Annual International Mariachi Festival at Pepper Park on March 12, 2017. As part of our permit application to the Port of San Diego for use of Pepper Park and port facilities, the port requires that we obtain fire permits and a TUP special event permit from the City of National City.

We respectfully request a waiver of all fees for this event by the City of National City. We are also requesting use of the the Aquatic Center on March 9th and March 12th. The National City Chamber is working hard to deliver a first rate event for the public to enjoy. Together, we are placing National City and the Cali-Baja region on the on the map as a regional destination for arts, culture, history, and family entertainment. Your continued and additional support helps us sustain a healthy and vibrant community for our residents to enjoy. As a result, the City experiences growth in tourism publicity, and reinvestment by community members and local businesses.

ABOUT THE EVENT

Through our partnership with the Mariachi Scholarship Foundation, Mariachi Juvenil de San Diego, and the University of San Diego (USD), we are offering mariachi students a comprehensive two-day workshop that includes instruction by the renowned University of Texas Pan American (UTPA) Mariachi Aztlán. The workshop will be held on Friday, March 10th and Saturday, March 11th of 2017 at the USD campus in San Diego, CA.

The two-day workshop culminates to the National City International Mariachi Festival on Sunday, March 12, 2017 at the beautiful Pepper Park in National City. The festival features free admission, merchant booths, mariachi and ballet folklórico performances, live entertainment, interactive children's area, food vendors, beer and tequila tasting, arts & crafts, and music demonstrations.

The Mariachi Festival in National City celebrates art, culture, music, community building, and education on both sides of the U.S.-Mexico border. The Mariachi Festival is a bi-national event drawing in 20,000 spectators and consumers from Mexico and the United States.

Thank you for your consideration and support of our arts and culture programming. We appreciate your consideration of our request for waiver of permit fees and other associated costs. This event benefits National City by increasing tourism, promoting the community, and support's the city's public art and youth development initiatives.

Sincerely,

Jacqueline L. Reynoso
President/CEO
National City Chamber of Commerce

Premier Properties Security Security Plan

Pepper Park|3299 Tidelands Ave National City, CA
Commanding Officer Victor Gonzales

Number/Utilization of Security Personnel

For live music events, one in-house security person will be 20 guards shall be on duty. All security personnel shall be attired in a manner to readily identify them as such. From the time a live music event ends and for 30 minutes thereafter, one-half of all security personnel shall be stationed outside the premises to assist and encourage patrons to leave safely. For large national acts, at least one uniformed law enforcement officer with full police power shall be employed until 30 minutes following the end of the performance. The officer shall be assigned outside as patrons depart. For live events, pre-sale and day-of-sale ticket sales shall not exceed capacity.

Security staff shall regularly patrol both the women's and men's bathroom facilities, Food areas, Stage, Dance Floor, VIP Areas. Hand-held counters shall be used by staff at the entrance at all times when open. Security will also perform searches on patrons at the entrance of the venue, to ensure the safety of everyone.

Unruly Patrons

The unruly patron ordinance. When a patron acts in a manner that is violent, abusive, indecent, profane, boisterous, or otherwise disorderly, licensee will immediately contact the police and request that the police invoke the provisions of the ordinance.

Patrons who are Intoxicated

Licensee, its agents, and employees, may not sell, dispense, or give away alcohol to any person who is under the influence of alcoholic beverages at that term is defined in nor shall such a person be permitted on the premises. When a customer has been "cut off," the server will notify the other employees. Management will support the server's decision to terminate service to any customer. If a customer is too impaired to drive safely, licensee will try to persuade the customer not to drive, and arrange for a safe ride. If the customer refuses, management will notify the San Diego Police Department with a description of the person and the license plate number of the vehicle, if possible.

Patrons Presenting False IDs

All identification cards used to prove age must be valid (i.e., may not be expired), and must be government-issued. If the identification card is expired or appears at all questionable to the employee, the employee shall request a second form of identification. The employee shall make sure that the individual purchasing the liquor resembles the identification card. All employees are encouraged to ask purchasers questions relating to their identification in order to verify the information. If the employee checking an ID has a strong suspicion that an ID is false, altered, or belongs to someone other than the person presenting the ID, he/she shall confiscate the ID and turn it over to management, to be presented to the police.

Control/Supervision of Patrons (restaurant applicants)

Licensee will request proof of age from any customer who appears to be 30 years of age or younger, and will refuse service to any customer who cannot produce adequate ID. When selling pitchers, ID will be requested for each person receiving a glass. Separate types of glassware will be used to distinguish alcohol drinks from non-alcohol drinks.

Circumstances under which the Police will be called

The police will be called, in a timely manner, any time management or staff has information to believe a crime has been or is about to be committed and/or whenever a threat of or act of violence occurs on the premises or off premises in areas that would be considered in view or earshot of the establishment.

Handling of Physical Disturbances, including Fights

Security or management will ask anyone who is fighting to leave. If necessary, security or management will call the local law enforcement agency for assistance. Licensee will permanently refuse admittance to any chronic problem customer.

From: **Premier Properties Security Services** premiersecurity@cox.net
Subject: **RE: Port of San Diego Permit DATE!**
Date: **January 11, 2017 at 6:06 PM**
To: **David Alcaraz** david@revepro.com



Victor Gonzalez
Premier Properties Security Services
Cell 619-384-8536
Fax 888-507-4342
premiersecurity@cox.net

-----Original Message-----

From: David Alcaraz [mailto:david@revepro.com]
Sent: Wednesday, January 11, 2017 1:46 PM
To: Victor Gonzalez <premiersecurity@cox.net>
Subject: Re: Port of San Diego Permit DATE!

I need the traffic Plan attach was the ER plan/ and Security Plan

David

On Jan 11, 2017, at 1:32 PM, Premier Properties Security Services <premiersecurity@cox.net> wrote:

<Security Plan Mariachi Festival.pdf>



EVENT SET-UP INFORMATION

Tents/ Canopies/ Shelters

- (1) (100) 10X10 Pop-up tents
- (2) SHADE CANOPY: 60' x 40' x 16' TRUSS SHADE CANOPY. INCLUDES WATER BALLAST, SETUP AND TRANSPORTATION.

Fencing/Barricades

- (1) Bike rack will be used to create a general entrance. At the entrance of the festival.
- (2) Fencing (4', 6' & 8' Height) will be used to fence in the whole area of the festival so we can secure all entrances and exits.

Stages/ Platforms/ Flooring

- (1) RENTAL STAGE: (1) 32 X 24' X 4' COMPONENT BUILTS STAGE WITH (2) STAIRS, TRUSS SELF-CLIMB SHADE ROOF WITH SOUND BAYS (2) CHAIN FALLS INCLUDES
- (2) Port Stage

Live or Recorded Entertainment/Amplified Sound

- (1) SOUND SYSTEM: (8) HI OUTPUT LINE ARRAY, (8) DUAL 18" SUBWOOFERS, & ALL PROCESSING, AMPLIFIER RACKS.
- (2) LIVE MARIACHI MUSIC ON BOTH STAGES (MAIN STAGE) & (PORT STAGE)

MEDICAL SERVICES PLAN

American Medical Response will be providing Medical services for 2017 National City Mariachi Festival. There will be (1) ambulance with (2) EMT from the start of the festival 11AM to the end of the festival 7PM.

American Medical Response ambulance will be visible to all attendees as they walk into the festival. Which can be seen on festival layout.

EMT will be issued a radio upon arrival to festival to have communication to festival Management, (Reve Productions) Security (Premier Properties Security Services) and Organization (National City Chamber of Commerce).

If any incident occurred at the festival the Medical team will be radio/notified ASAP via Management/Security/Volunteer/or Organizations. Once the medical team assesses the incident Emergency response service will be notified. Fire Department/ National city Police department/ and Paramedics

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: National City Chamber of Commerce
EVENT: National City International Mariachi Festival 2017
DATE OF EVENT: March 12, 2017

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES

Planning:

No comments

Building:

We will need a floor plan with dimensions for the beer garden(s), include number of exits, size of exits, location of exits and occupancy.

The fee will be \$118.00 for the plan review.

Engineering:

The applicant is required to post their no parking signs a minimum of seventy-two (72) hours prior to the start of the event.

PUBLIC WORKS

No comments

FINANCE

Reve Production will need to complete a business license application. Also, Pedi-Cab company and all vendors will need a Business License.

CITY ATTORNEY

This application requires an indemnity and hold harmless agreement in favor of the City, and a certificate of liability insurance naming the City and its officials, agents, and employees as additional insureds, with liability limits approved by the Risk Manager

RISK MANAGER (619) 336-4370

I have reviewed the above captioned request for the issuance of a Temporary Use Permit. In order to satisfy the City's insurance requirements it will be necessary for the Applicant, the Security and Crowd Control Provider (Premier Properties Security) and the Event Medical Provider (American Medical Response) to provide the following:

- A valid copy of the Certificate of Liability Insurance from the applicant, Premier Properties Security and American Medical Response.
- The applicant, Premier Properties Security and American Medical Response must each provide a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers"
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

COMMUNITY SERVICES

No comments

FIRE

INSPECTION REQUIRED

Total fee amount for all Fire Department permits is After Hours Inspection \$200, Tents \$400, Canopies \$400, Carnival \$500. Total \$1,500.00 dollars.
Fees can only be waived by City Council.

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the street to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 2) Fire Department access into and through canopy areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 6) Provide a 2A:10BC fire extinguisher at stage if stage is being used. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 7) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. **All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example.**
- 8) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- 9) Internal combustion power sources that may be used for "Generator" shall be of adequate capacity to permit uninterrupted operation during normal operating hours.
- 10) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure.

- 11) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.
- 13) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred **(\$200.00) dollars.**
- 14) First Aid shall be provided by organization.
- 15) Provide map of Beer Garden site area and exit plan (Building Official will need to evaluate).
- 16) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 17) Exit openings from tents shall remain open unless covered by a flame –resistant curtain. The curtain shall comply with the following:
 - Curtains shall be free sliding on a metal support. The support shall be a minimum of 80 inches above the floor level at the exit. Then curtains shall be so arranged that, when open, no part of the curtain obstructs the exit.
 - Curtains shall be of a color, or colors, that contrast with the color of the tent.

- 18) In public tent areas, smooth surfaced, unobstructed aisles having a minimum width of not less than 44 inches shall be provided from seating areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot of isles width for each 50 persons served by such aisles at the point.
- 19) All chairs used for seating inside tent shall be secured to one another using approved chair binding methods.
- 20) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more
- 21) Exit signs shall be **GREEN** in color and shall be of an approved self-illumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
 - Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less.
- 22) Means of egress shall be illuminated with light (Bug Eyes) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power.
- 23) Exits, aisles and passageways shall not be blocked or have their minimum clear width obstructed in any manner by ticket offices, turnstiles, concessions, chairs, equipment, animal chutes, poles, or guy ropes, or anything whatsoever, not shall they be blocked by persons, for whom no seats are available.
- 24) Internal combustion power sources that may be used for emergency power shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted prior to start of the event.
- 25) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away from the tent.
- 26) Internal combustion power sources that may be used shall be of adequate capacity to permit uninterrupted operation during normal operating hours.
- 27) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements.
- 28) Vehicles shall be isolated from contact with the tents or canopies, Vehicles shall be at least 20 feet away from tents or canopies.

- 29) Every room or space that is an assembly occupancy shall have the occupant load of the tent or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall posted by the Building Official based on room configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded.
- 30) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted.

POLICE DEPARTMENT

We request that the promoter designate a "beer garden" as the only area where alcoholic beverages can be purchased and consumed. The second option is to make it a "21 and over only" event. Otherwise, minors might very well have access to alcoholic beverages. Underage drinking is a serious public health problem in the United States. Anything we can do to reduce underage drinking is worth trying.

This is a large gathering for a National City event. The event organizers list their plan for Security and Crowd Control within the four paged attached "Security Plan." They plan to hire a professional security company for this event. They list that (20) security guards will be on duty that day.

In addition, it is reasonable and prudent for the City to require the use of NCPD Officers for the event. Using the standard concept of 2 officers per 1000 people (1 contact, 1 cover), therefore, it is my recommendation that the organizer hire (2) NCPD Police Officers. Those officers will complement the security detail and provide police services on the day of the event.

The total cost for park security for 2 Police Officers, 10 hours per officer, will be \$1,508.20. The breakdown is for (9.5 hours in the park and ½ hour total for donning and doffing). That would be for a total of 20 hours of overtime, at a pay rate of \$75.41 per hour.

NCPD will also provide extra patrol with on-duty personnel as available.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – “Ragnar Relay SoCal 2017” running relay race sponsored by Ragnar Events LLC in partnership with the Orange County Child Abuse Prevention Center on April 8, 2017 from 8 a.m. to 6 p.m. with no waiver of fees. (Neighborhood Services De

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Temporary Use Permit – “Ragnar Relay SoCal 2017” running relay race sponsored by Ragnar Events LLC in partnership with the Orange County Child Abuse Prevention Center on April 8, 2017 from 8 a.m. to 6 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from Ragnar Events LLC to conduct the Ragnar Relay SoCal 2017 running relay on April 8, 2017. This is an overnight 200-mile running relay starting from Huntington Beach, California going through several cities to end in Coronado, California at Silver Strand State Beach Park.

Runners are anticipated to enter National City between the hours of 8 a.m. to 6 p.m. heading southbound from San Diego thru National City into Chula Vista. Runners will typically run on sidewalks, crosswalks, bike lanes, and shoulders and will obey all traffic laws and rules of the road. During the relay, each team member will run three legs total, exchanging the baton at designated exchange points of the 36 legs of the course. Within National City, there will be one exchange point with the race course entering the city at Harbor Drive & Civic Center Drive going south onto Tidelands Avenue, then westbound onto W. 32nd Street and going south onto Bayshore Bikeway exiting the City. No public access closures are being requested and applicant will post appropriate signage for runners to follow with first-aid stations at each exchange.

Note: This applicant has been approved for this request in 2015 and 2016 with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee for processing the TUP through various City departments, \$237.00.
Total fees: \$237.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☒ Walk or Run ☐ Concert/Performance
☐ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title Ragnar Relay So Cal 2017

Event Location (list all sites being requested) City Sidewalks (see route)

Event Times

Set-Up Starts
Date 4/8/2017 Time 5:00 AM Day of Week Saturday

Event Starts
Date 4/8/2017 Time 8:00 AM Day of Week Saturday

Event Ends
Date 4/8/2017 Time 6:00 PM Day of Week Saturday

Breakdown Ends
Date 4/8/2017 Time 7:00 PM Day of Week Saturday

RECEIVED

JAN 11 2017

Neighborhood Services Department
City of National City

Applicant Information

Applicant (Your name) Ameena Khan Sponsoring Organization Ragnar Events

Event Coordinator (if different from applicant) _____

Mailing Address 12 South 400 West 2nd Floor, Salt Lake City, UT 84101

Day Phone (801) 706-8502 After Hours Phone _____ Cell _____ Fax _____

Public Information Phone (801) 499-5023 E-mail ameena@ragnarrelay.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: A Khan Date 1/10/17

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☒ No ☐

If YES, please explain the purpose and provide amount (s):

Participants pay \$115 per runner before race day.

\$ 900,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 600,000 Estimated Expenses for this event.

\$ 20,000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

The Ragnar Relay So Cal 2017 is a 200-mile overnight running relay from Huntington Beach to Coronado benefiting the Child Abuse Prevention Center.

Estimated Attendance

Anticipated # of Participants: 650 runners Anticipated # of Spectators: 3200

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): None

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

None.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☒ No ☐

☒ First aid station to be staffed by professional company. ► Company Event Medical

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► _____ (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

☒ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☒ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☐ No ☒

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

☐ Vendors selling food # _____ ▶ Business License #(s) _____

☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ► (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

Waste Management.

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

► Total number of portable toilets: _____

► Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ► _____

► Load-in Day & Time _____ Company _____ Phone _____
► Load-out Day & Time _____

☐ Portable toilets to be serviced. ► Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ► # of set-up day(s) _____

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____
- ☒ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☒ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Ragnar Relay So Cal 2017</u>	
Event Address: <u>City sidewalks on Harbor Drive</u>	Expected # of Attendees: <u>650</u>
Event Host/Coordinator: <u>Ragnar Events/Ameena Khan</u>	Phone Number: <u>801 706-8502</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____			X
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			X
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			X
Do all storm drains have screens to temporarily protect trash and debris from entering?			X
Are spill cleanup kits readily available at designated spots?			X

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

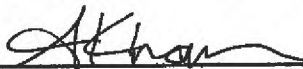
Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Ragnar Events
Person in Charge of Activity: Ameena Khan
Address: 12 South 400 West, 2nd Floor, Salt Lake City, UT 84101
Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: Senior Race Director Date: 1/10/17

For Office Use Only

Certificate of Insurance Approved _____ Date _____

RE: Special Event Additional Information - Ragnar Relay So Cal 2017

Dear City of National City,

Attached please find the completed application for a temporary special events permit as issued by the City of National City. Additionally, this document contains all appropriate maps and venue layouts, general information on the race format, and important dates and times. This information is to supplement the aforementioned special events application for the Ragnar Relay So Cal 2017 race benefiting the Orange County Child Abuse Prevention Center.

Included Information:

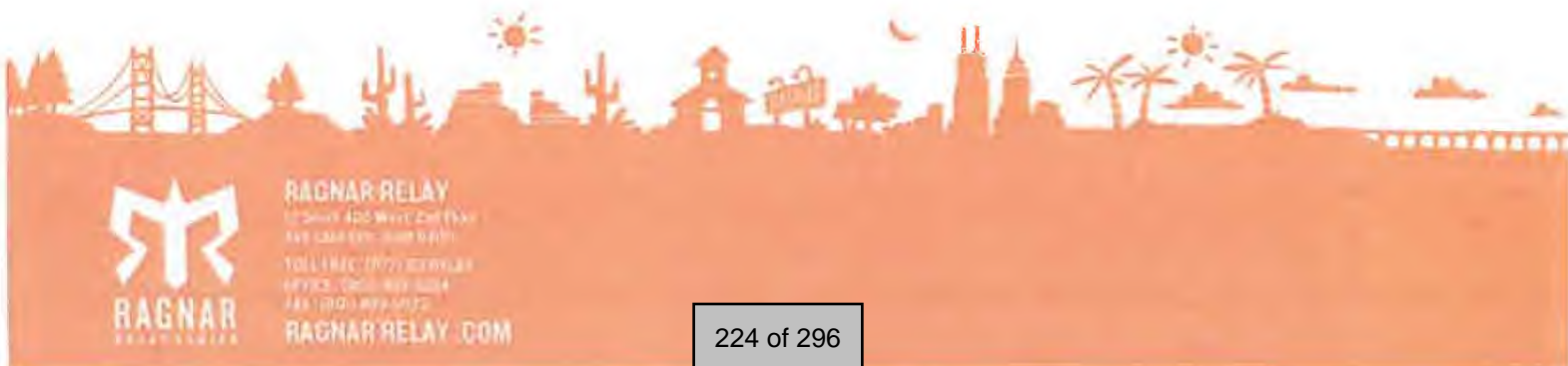
- A. Event Description**
- B. Proposed Beginning and End Times**
- C. Proposed Route Through the City**
- D. Safety, Emergencies, and First Aid**
- E. Traffic Impact and Traffic Control**
- F. Insurance**
- G. Signage**

We believe in providing a quality event that is safe and fun for participants and all involved. I look forward to working with you on this year's event.

Please contact me regarding any questions you may have.
Best Regards,

Ameena

Ameena Khan | Senior Race Director
Ragnar Relay Series | Ragnar Events, LLC
12 South 400 West | 2nd Floor | Salt Lake City, UT 84101
P 801.499.5024 | F 801.499.5023 | C 801.706.8502
ameena@ragnarrelay.com | www.ragnarrelay.com



A. Event Description

The Ragnar Relay So Cal is an overnight 200-mile running relay from Huntington Beach, CA to Coronado Island, CA on April 7-8, 2017. The race is run by teams consisting of 12 runners. Each team member will run three legs total. Relay legs typically range between 3-8 miles and vary in difficulty.

Each team is responsible for providing two support vehicles with six runners in each vehicle. The first vehicle will drop off the first runner at the start and then proceed to the first exchange point. At the first exchange the vehicle will drop off the second runner and pick up the first runner when that runner's leg is complete. Teams will repeat this pattern for six legs until they hand off to their second vehicle. This leapfrogging pattern will continue all the way to the finish line in San Diego.

The event is sponsored and managed by Ragnar Events LLC. Ragnar Events presented its first event, the Ragnar Relay Wasatch Back, in Utah in 2004. To date, Ragnar Events has presented over 50 events in 20 states (the courses for some events running through more than one state). The Ragnar Relay Series, now consisting of 18 events, is the largest series of overnight relays in the world. For more information please visit our website at www.ragnarrelay.com.

These overnight relays benefit both participants and the communities where they are presented. Participants have been unfailingly enthusiastic about their experiences. There are always a wide variety of human interest stories associated with these events. These range from the experienced runner finding special meaning through participation in a running event as a member of a team; to the first-time runner who participates at the urging of a friend and discovers previously unknown abilities and a love for running; to families, businesses, old friends and other groups who enhance their relationships as they individually and collectively test their limits; to teams who simply run for a cause, whether in honor of a deceased friend or relative, or to raise money for local charities or another charity of special importance to the team.

Ragnar is excited to partner with the Orange County Child Abuse Prevention Center. Through the official charity partnership, the Orange County Child Abuse Prevention center will be the recipient of a monetary donation as well as fundraising efforts on behalf of our teams. OCCAPC will also be providing volunteers on the course that will help raise money for their cause. In addition to the Center, Ragnar will also be partnering with other organizations and schools along the course to better the communities that we run through.

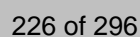


April 8, 2017

C. Runner Route Details



Turn by turn: Enter the City of National City running against traffic on Harbor Drive, turn right onto Civic Center Drive running against traffic on sidewalk, Civic Center Drive becomes Tidelands Avenue, turn left onto W 32nd Street to run with traffic on sidewalk, continue straight onto Bayshore Bikeway, stay on Bayshore Bikeway, Exit the City of National City



D. Safety, Emergencies and First Aid

Runner safety is our foremost concern. All teams are provided a Race Bible that includes a detailed course description and event rules. All runners sign waivers where they acknowledge that the course includes areas where there may be traffic congestion and that they must obey race rules, which require observance of all applicable traffic rules and regulations.

Each team must have at least six reflective vests and two flashlights. These must be presented at the time that the team checks in. Runners starting their legs after 6:30pm and before 6:00am must be wearing a reflective vest, tail/butt light and holding a flashlight or headlamp. Additionally, any team-member spectator must wear a reflective vest during these hours when outside their vehicle on public roads. Runners are required to obey all traffic laws and we instruct them to use the sidewalk when available.

Runners are also told to call Ragnar for any concerns of problems out on the course. There is a phone number that connects participants to the Race Command of the race. They will call if they have a lost runner, a moved sign, or general question about the course. In case of emergency all runners and staff will call 911. Then contact our Race Command number (661-RAGNAR1) to let race staff know of the emergency.

We have 10-12 Ragnar Staff and trained Volunteers on the course at all times monitoring the course. Each person is trained on Ragnar Safety and emergency procedures. They are also trained on the access points of any trail systems that may be used.

First Aid

A first-aid station and first-aid staff will be located at each major exchange location. These first-aid stations will be equipped to handle extreme dehydration, heat stroke, and all of the minor sport injuries we often experience, including; blisters, sprains, strains, stings, etc. We require our first aid staff to be licensed to administer intravenous fluids (typically EMT intermediate and above, or RN, PA, M.D., etc). We hire first aid workers (EMT intermediate or above), either through a medical staffing agency or directly through local hospitals or emergency service personnel.

In the event of a major medical emergency (i.e. any life threatening condition or injury that requires immediate medical attention) we instruct runners/volunteers to first call 911. The line of communication then follows: 911 → Race Director → Senior Race Director → Course Manager for that section.

In addition to our own first aid services on the course, we list the local emergency rooms near the course, along with their address and phone number in the race packets.



E. Traffic impact/ traffic control

We anticipate 675 teams to register for this year's event. That means no more than 675 runners will be on the course at any given time. Teams will be provided with staggered start times, from 5AM to 1PM on Friday, April 1st. Because start times are spread over an 8-hour period and only 675 runners are on the course at any given time, *there will never be a large group of runners at any one location*. Typically the complete group of 675 individual runners will be spread out over 30-40 miles.

F. Insurance

We are sanctioned under USA Track and Field. A Certificate of Insurance naming your city has been included with the application.

G. Signage plan

Along the course there will be course signs that communicate to the runners which direction to go, on what side of the road to run, which exchange they are at, etc. Directional signs are only placed at change of direction intersections. An example of such a sign can be seen in the picture below:



The signs are 42" High, 18" Wide, .25" Thick and are made of corrugated plastic. Each sign will be secured to a delineator post traffic cone.

CERTIFICATE OF INSURANCE		DATE: 1/10/2017				
		CERTIFICATE NUMBER: 20161028479512				
AGENCY:						
ESIX 3 LLC d/b/a Entertainment & Sports Insurance eXperts (ESIX) d/b/a Entertainment and Sports Insurance Agency (California) 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
NAMED INSURED:		INSURERS AFFORDING COVERAGE:				
USA Track & Field, Inc. Ragnar Events, LLC 132 East Washington Street, Suite 800 Indianapolis IN 46204		INSURER A: Philadelphia Indemnity Ins. Co. INSURER B: Philadelphia Indemnity Ins. Co.				
EVENT INFORMATION:						
Ragnar Relay So Cal (4/1/2017 - 4/2/2017)						
POLICY/COVERAGE INFORMATION:						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE: EXPIRES: LIMITS:			
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> Occurrence	PHPK1569618	11/1/2016 12:01 AM			
	<input checked="" type="checkbox"/> Participant Legal Liability			11/1/2017 12:01 AM		
					GENERAL AGGREGATE (Applies Per Event)	\$3,000,000
					EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)	\$1,000,000
					MEDICAL EXPENSE (Any one person)	EXCLUDED
		PERSONAL & ADV INJURY	\$1,000,000			
			PRODUCTS-COMP/OP AGG	\$3,000,000		
B	UMBRELLA/EXCESS LIABILITY					
	<input checked="" type="checkbox"/> Occurrence	PHUB561340	11/1/2016 12:01 AM			
			11/1/2017 12:01 AM			
			EACH OCCURRENCE	\$10,000,000		
			AGGREGATE (Applies Per Event)	\$10,000,000		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:						
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.						
The certificate holder is an additional insured as required by written contract or written agreement, but only for liability arising out of the negligence of the Named Insureds per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)						
The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).						
The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).						
Excess policy follows form of underlying General Liability.						
CERTIFICATE HOLDER:		NOTICE OF CANCELLATION:				
The City of National City, its officials, agents and employees Risk Management Department 1243 National City Blvd National City CA 91950		Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.				
		AUTHORIZED REPRESENTATIVE:				
						

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Ragnar Events
EVENT: Ragnar Relay So Cal 2017
DATE OF EVENT: April 8, 2017

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES

No comments

POLICE DEPARTMENT

The Police Department does not have any stipulations for this event. We will notify our on duty personnel prior to the event so they are aware and can monitor the route, and in the event an incident occurs in our City along the route or to a participant they have contact information for event organizers.

CITY ATTORNEY

Requires an indemnity and hold harmless agreement in favor of the City, and a certificate of liability insurance with limits of coverage approved by the Risk Manager.

COMMUNITY SERVICES

No comments

RISK MANAGER (619) 336-4370

I have reviewed the above captioned request for the issuance of a Temporary Use Permit. In order to satisfy the City's insurance requirements it will be necessary that the applicant and the Event Medical Provider will need to provide the following:

- A valid copy of the Certificate of Liability Insurance from Event Medical Provider.
- The applicant and Event Medical Provider must provide a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers"
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

FIRE

No fees for this event

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes
- 3) First Aid will be provided by organization
- 4) Fees can only be waived by City Council

PUBLIC WORKS

No comments

FINANCE

Ragnar Events will need to apply for a Business License.

The following page(s) contain the backup material for Agenda Item: Discussion of establishing a policy for the agendizing of councilmember initiated items. (City Manager)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 21, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Discussion of establishing a policy for the agendizing of councilmember initiated items.

PREPARED BY: Stacey Stevenson

PHONE: 336-4308

DEPARTMENT: City Managers Office

APPROVED BY: 

EXPLANATION:

The matter before the City Council is a discussion related to councilmember initiation of Council agenda items. During Council Comment at the January 21, 2016 meeting of the City Council, Vice Mayor Mendivil requested that a survey be conducted as to the process by which councilmembers initiate agenda items in other cities; and that the matter come before the City Council as a policy discussion. In response, staff issued a survey through the League of California Cities. In total, 14 cities responded. The responses are summarized in an attachment. Of the 14 respondents, 8 providing governing policy documents. Said policies are also attached for consideration.

FINANCIAL STATEMENT:

ACCOUNT NO.

There is no fiscal impact associated with this item.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Provide direction to staff.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Summary of Survey: Councilmember Initiated Agenda Items
- Written policies from the Cities of Chula Vista, Coronado, Del Mar, Elk Grove, Encinitas, Escondido, Oceanside and Windsor



**State-wide Survey:
Councilmember Initiated Agenda Items
January, 2016**

City	Policy/Practice	Policy Document	Notes
Chula Vista	At a Council meeting: majority vote to place an item on a future agenda. Outside of a Council meeting (urgency items): the Council may communicate outside an open meeting for the limited purpose of determining whether a majority of the members agree to add an item to the agenda. "Request to Add Agenda Item" form to the City Clerk, City Attorney and City Manager five days prior to the meeting. Clerk emails Council. If at least 3 agree by the deadline, the item goes on the agenda (no response is deemed a vote in opposition).	yes	These items are placed under Council Comments
Coronado	A single page request should state the matter to be discussed. If a majority of the Council votes to include the item as an action item at a subsequent Council meeting, the staff will be directed to provide a staff report on the matter including costs of the action and alternatives as soon as the research and staff report can be reasonably completed.	yes	Requests are placed under the Communications Written section of the agenda
Del Mar	Any two councilmembers may request that an item be placed on a Council agenda for discussion and possible action. Request must be submitted to the City Manager with a written memo.	yes	
El Cajon	That councilmember puts a Staff Report on the agenda under their "Council Reports" section of the agenda requesting that the City Council approve the item to be researched and brought back by staff at a future City Council meeting for further discussion. If no research or work is needed by staff, the request is simply that the City Council agree to discuss and/or take action on the item at a future City Council Meeting.		Policy is not current.

City	Policy/Practice	Policy Document	Notes
Elk Grove	A councilmember may request an item be considered on a future agenda and, upon agreement by a majority of Council, staff will prepare a staff report. Councilmembers may request verbally during a meeting or may submit written requests. If the item is raised during the councilmember comment section of a regular meeting, the City Manager shall prepare, for consideration at the next meeting, a brief staff report that provides a general outline of the steps to be taken. Before implementation of the steps, the full Council will then provide direction.	yes	
Encinitas	During a Council mtg: The Chair can give an express, oral direction the City Manager. If a councilmember disagrees, the councilmember can make a motion to vote on the addition. The vote is without discussion of the merits of the item. A councilmember, with the support of a second councilmember can place an item on a future agenda. Council initiated items are prepared by the requesting councilmember and require no staff time.	yes	Administrative Manual
Escondido	Request to Clerk in writing or via email to list under Future Agenda Items. Only after the item receives the assent of two councilmembers and has appeared as a Future Agenda Item at least once may it appear on the regular Council agenda.	yes	Council Resolution
Gilroy	At the beginning of the council meeting, there is an item on the agenda entitled "Future Council Initiated Agenda Items". If a councilmember would like to have an item on the agenda they bring it up at this time. The item may go on the agenda as a council initiated item and then it will take four votes of the council at a future meeting to direct staff to do any work related to the item or for an action item to go on the agenda.		

City	Policy/Practice	Policy Document	Notes
La Mesa	The Councilmembers usually send an email to the City Manager with their item and the Council meeting date. The City Manager forwards the email to City Clerk to add the item to the agenda. Councilmembers are asked to follow a memo format for the agenda packet.		
Lemon Grove	A councilmember has to receive a second from another councilmember if it is not during a public meeting. If they don't then it dies because that councilmember can't ask a third member. Sometimes during a Council meeting a discussion item may lend itself to an agenda item that the majority of council will have to support in order to place it on a future agenda. Then the Mayor will direct the City Manager to do so.		
Norco	The councilmember wanting an item on the agenda must bring the matter up at the City Council meeting and make a motion, which requires a majority approval of the Council. The City Manager then works with the City Clerk to determine the scope of the request and when to schedule it for a future meeting.		"City Council/City Manager/Staff Communications" is when Council Members may request items for future meetings.
Oceanside	The councilmember has to provide the item to the City Manager in writing. The City Manager places the item on the agenda under "Mayor and Council Member Items"	yes	
Windsor	A councilmember may request an agenda item under the Future Agenda Items section. If no objection, the request is deemed submitted to the Town Manager and scheduled on a future agenda. If there is an objection, the councilmember shall make a motion. If the motion receives a second, the request is deemed submitted and the Town Manager will schedule on a future agenda.	yes	Council Resolution

Survey: Council Initiated Agenda Items (con't)

City	Policy/Practice	Policy Document	Notes
Yreka	Any councilmember may place an item on an upcoming Council agenda by: (a) verbally requesting the agenda item during a Council meeting, which does not require a vote by Council for acceptance at that time, or (b) written request to the City Manager made no later than ten days before the scheduled council meeting. Any background information or preparation for an item placed on an agenda by a councilmember is the sole responsibility of that councilmember until such time as the full Council has considered the item and directed city staff to take action.		

**COUNCIL POLICY
CITY OF CHULA VISTA**

SUBJECT: PROCESS BY WHICH THE CITY COUNCIL MAY ADD ITEMS TO A CITY COUNCIL REGULAR MEETING AGENDA	POLICY NUMBER	EFFECTIVE DATE	PAGE
	111-04	05/03/2011	1 OF 2

ADOPTED BY: Resolution No.: 2011-084

DATED: 05/03/11

AMENDED BY: Resolution No. (date of resolution)

BACKGROUND

Chula Vista Municipal Code Section 2.04.090.C.2. , governs how items of business may be placed on a City Council regular meeting agenda. With respect to the City Council, a majority of the Councilmembers can direct it to be done. This can be accomplished in two ways:

1. At a City Council Meeting. Since a majority of the Council must act collectively to place an item on the agenda, the preferred method of doing so would be to take action at an open meeting. The Council can vote at a City Council meeting to place an item on the agenda for an upcoming meeting. This method ensures that the action complies with the Brown Act, and avoids any appearance of impropriety.
2. Outside of a City Council Meeting. Some items of business may be of such an urgent nature that there is not sufficient time to allow a public vote prior to its addition to an agenda. In these circumstances, the City Council members may communicate outside an open meeting for the limited purpose of determining whether a majority of the members agree to add an item to the agenda. No substantive discussions may take place.

PURPOSE

The purpose of this policy is to implement a procedure by which a majority of the Councilmembers may place an item on the agenda, without first having to vote on it in open session. As discussed above, an open session vote is the preferred method of placing an item on the agenda, but this alternative process may be used for urgent matters.

Nothing in this Policy is intended to limit the City Council's authority to call a special meeting or emergency meeting, in accordance with state and local law. In addition, nothing in this Policy is intended to limit the application of the Brown Act and its requirements for open City Council decision-making and City Councilmember communications.

POLICY

A Councilmember who wants to request that an item of business be added to a regular meeting agenda may do so by two methods. The preferred method shall be submitting the request to the Council for vote during open session. If a majority of the Council votes in favor of agendizing the matter, it shall be placed on a subsequent agenda, as directed by the Council. If time does not permit this process to be followed, a Councilmember may submit the request to the Council by following the process detailed below.

In following this Policy, all legislative body members shall continue to comply with the Brown Act, and shall not engage in communications regarding the substance of a matter to be agendized. The communications shall be restricted solely to whether or not an item shall be placed on an agenda.

**COUNCIL POLICY
CITY OF CHULA VISTA**

SUBJECT: PROCESS BY WHICH THE CITY COUNCIL MAY ADD ITEMS TO A CITY COUNCIL REGULAR MEETING AGENDA	POLICY NUMBER	EFFECTIVE DATE	PAGE
	111-04	05/03/2011	2 OF 2

ADOPTED BY: Resolution No.: 2011-084

DATED: 05/03/11

AMENDED BY: Resolution No. (date of resolution)

Procedure:

1. A Councilmember desiring to add an item of business to a City Council regular meeting agenda shall submit a "Request to Add Agenda Item" form (the "Form") to the City Clerk, the City Attorney and the City Manager no later than 9:00 a.m. five days prior to the meeting at which the item is requested to be heard (the Thursday immediately preceding a Tuesday Council meeting). (A copy of the Form is attached to the Policy, and will be available from the City Clerk; the Form may be revised as necessary by the City Clerk in conjunction with the City Attorney.)
2. The person submitting the Form shall indicate the item title, description, meeting date at which it is to be heard, a description of the urgency associated with the item and all other information requested on the Form.
3. Upon receipt of the Form, and no later than 10:00 a.m. five days before the City Council meeting (the Thursday immediately prior to a Tuesday Council meeting) the City Clerk will send an e-mail to each of the five Councilmembers notifying them of the request and the item title, description and statement of urgency.
4. The Councilmembers shall respond to the City Clerk no later than 2:00 p.m. five days before the Council meeting (the Thursday immediately preceding a Tuesday Council meeting). If a Councilmember does not respond by the 2:00 deadline, it shall be deemed a vote in opposition by that Councilmember.
5. If at least three members respond that they are agreeable to the item being agendized, the City Clerk will add it to the agenda and notify the City Attorney and City Manager that the item has been added.
6. If time permits, staff may assist with the preparation of any requisite resolutions, staff reports, or other materials for items added pursuant to this process. The documentation required to be delivered to the Council pursuant to CVMC Section 2.04.090.A.2. may not accompany these items, due to the shortened time associated with their submittal.

POLICY #2

TITLE: Request By Member of City Council, including the Mayor, to Place an Item on a City Council Agenda

POLICY:

1. Any Member of the City Council, including the Mayor, may request that an item be placed on a future City Council agenda for discussion and possible action.

2. For any item to be placed on the City Council agenda by any Member of the City Council, including the Mayor:

a. A single page request should state the matter to be discussed, and the Mayor or Councilmember's recommended action to address the matter. NO additional material other than the single page request drafted by the requesting council member may be submitted to be agendaized at the initial council meeting in which the matter will be heard. The request need not be written in the ultimate legal form necessary to take action on the matter at the next city council meeting.

b. The request must be submitted no later than 5:00 p.m. on the Tuesday prior to the regularly scheduled City Council meeting to allow the City Attorney to review the item and determine, if the matter as written, in the single page request, should be placed on the open or closed session of the city council agenda.

c. If the City Attorney determines the matter is appropriate to include in the open session agenda it will be added to the agenda as written. If the City Attorney determines the matter should be discussed in closed session, the City Attorney will draft the required agenda wording for listing the matter under closed session on the public portion of the City Council agenda. The single page request written by the requesting City Councilmember or Mayor will be provided to the entire City Council in the closed session information packet.

3. If a majority of the City Council votes to include the item as an action item at a subsequent City Council meeting, the staff will be directed to provide a staff report on the matter including costs of the action by the requesting Councilmember or Mayor and recommendation (if any) among alternatives (if any) as soon as the research and staff report can be reasonably completed at a subsequent City Council meeting for either the open or closed sessions.

DISCUSSION: The Agenda is a lawful tool used by the City Council to conduct the public's business. To accommodate the diversity of the City's citizens, each Councilmember and the Mayor, as representatives of the public, should be afforded the opportunity to present matters for City Council consideration.

Adopted by: City Council Minute Order on October 4, 2011



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

301	REQUEST BY MEMBERS OF CITY COUNCIL TO PLACE AN ITEM ON A CITY COUNCIL AGENDA	DATE REVISED:	9-15-2014
		BY RESOLUTION:	2014-70
		PAGES:	1 OF 1

POLICY:

1. Any two City Councilmembers may request that an item be placed on a City Council Agenda for discussion and possible action.
2. For the item to be placed on the agenda:
 - a. The request must be submitted to the City Manager with a written memo containing the wording of the agenda item and a brief explanation of the issue to be discussed; and
 - b. The request must be submitted no later than 5:00 p.m. on the Tuesday prior to the regularly scheduled City Council meeting.
3. Generally, a Staff Report will not be prepared for the item.

DISCUSSION: The agenda is a lawful tool used by the City Council to conduct the public's business. To accommodate the diversity of the City's citizens, City Councilmembers, as representatives of the public, should be afforded the opportunity to present matters for City Council consideration.

The City Manager reviews and approves all items for the Council agenda. Agenda packets are compiled, photocopied, converted electronically, posted to the Web, and distributed through the City Clerk's Office, pursuant to the *Agenda Preparation & Staff Report Guidelines for City Council Meetings*.

Once the agenda packet has been delivered to the City Council, items may be added to an agenda only upon the concurrence of the Mayor and only as authorized by the Ralph M. Brown Act.

EXTERNAL AGENDA REQUESTS

A member of the public may request that an item be placed on a future agenda during public comment or through other communication with Council members. Upon approval by a majority of Council, the item will be agendaized and a staff report prepared. The City Manager will inform the Council of the potential impact the request will have on established priorities or staff workload and seek approval by the City Council before authorizing the work or scheduling the item as appropriate. Again, based on the Finance Department, City Attorney, and City Clerk deadlines, staff usually requires at least a month to prepare a matter for a Council agenda.

COUNCIL MEMBER AGENDA REQUESTS

A Council member may request an item be considered on a future agenda and, upon agreement by a majority of Council, staff will prepare a staff report. Council members may make requests verbally during a meeting or may submit written requests. If the item is raised during the Council member comment section of a regular meeting, the City Manager shall prepare, for consideration at the next regular meeting, a brief staff report that provides a general outline of the steps to be taken. Before implementation of the steps, the full Council will then provide direction pursuant to that agenda item.

PRESENTATIONS

Most requests for presentations by civic groups and local organizations and requests for recognition of Eagle Scouts or for excellence in academics, athletics, etc. shall be honored as feasible and appropriate and placed under the "Presentations" segment of the agenda. All

**CITY OF ENCINITAS
ADMINISTRATIVE MANUAL**

Policy Title: Policies & Protocols for City Council Meetings. **Section:** City Council

Responsible Department: City Manager's Office **Number:** C003

Approved By: City Council **Date Approved:** 08/26/09

Revised: 03/2012
7/17/2013, 7/09/2014,
9/17/2014, 9/9/2015

I. Placing Items on a City Council Agenda

To establish the procedures by which items are added to the City Council agenda when requested by Council Members, staff or the public.

A. To Add Item during a Meeting to that Meeting's Agenda

To add an item to a meeting in progress, the Brown Act requires 4/5ths of the City Council (or three if there are only three present) to find that the item came to the City's attention during the previous 72 hours and there is a need to take action before the City Council's next meeting.

B. To Add an Item during a Meeting to a Future Agenda

1. The Chair gives an express, oral direction to the City Manager.
2. At the request of a Council Member, with the support of a second Council Member, an item will be placed on a future agenda.
3. Requests from members of the audience, after being authorized to speak, may be considered under the "Future Agenda Items Added by Council" section of the agenda at the initiation of a Council Member with the support of a second Council Member.
4. If a Council Member disagrees with the Chair's direction to the City Manager, the Council Member can make a motion to vote on the addition. The vote is without City Council discussion of the merits of the item or the basis of the request.

5. The Chair may, with support of the majority of the City Council, refer items to a Commission or Subcommittee for further review.

C. Council Initiated Agenda Item

1. City Council Members may add a Council Member Initiated Agenda Item to a City Council Meeting agenda.
2. Council Initiated Items are prepared by the requesting Council Member and require no staff time.
3. Council Initiated Items must be submitted to the City Clerk no later than noon the Wednesday prior to the next City Council meeting and are not reviewed by the Mayor or City Manager prior to submission to the City Clerk.

D. Process for Developing Agendas

1. The City Manager is authorized to place items on agendas that are generated by city administrative requirements, laws, or City ordinances, for example:
 - warrants
 - contract awards
 - appeals
 - adoption of ordinances
 - permit applications issued by Council.
2. The City Manager shall review with the Mayor, or the Deputy Mayor in the absence of the Mayor, a schedule of future agenda items.

E. List of Pending Agenda Items

1. The City Manager will maintain a list of pending agenda items that have been requested and agreed to, but have not yet been scheduled.
2. The list will be included as an attachment to the Council agenda with the City Manager's best estimate of when the item is likely to come before the Council.

II. Council Meetings

It is the intent of the City Council that rules be established for the management of Council meetings to ensure compliance with relevant laws and to conduct the public's business in an open, transparent, and efficient manner. The Council strives to ensure that business requiring Council deliberation and action is given priority in the planning and conduct of Council meetings, and that the public has the opportunity to make comments and provide input on any item of interest.

A. Council Members' Rules of Procedure

- 1. Procedural Rules:** All meetings of the City Council shall be conducted in an orderly manner designed to expedite the business of the City Council. Robert's Rules of Order will be used as a guide to resolve questions of parliamentary procedures. The City Attorney shall serve as the Parliamentarian.
- 2. Consent Calendar:** Those matters which are considered routine by the City Manager shall be initially placed on the consent calendar. Before adopting the consent calendar, the Chair will ask members of the public and members of the City Council whether anyone wishes to add an agenda item to the consent calendar or to move a matter from the consent calendar to the regular agenda. Council will then proceed with consideration of the remaining Consent Calendar. The consent calendar will be enacted upon with one motion, and the ordinances being read by title will be waived. There will be no separate discussion of these matters. Items pulled from the consent calendar will be considered immediately following adoption of the remaining consent calendar, and staff reports will only be given if requested by the person who pulled the item.
- 3. Action of City Council:** the City Council shall act by motion, motion to adopt resolution or motion to adopt ordinance, or may give direction by consensus.
- 4. Rules of Debate:** Debate upon all matters pending before the City Council shall be under the direct supervision of the Chair and conducted in such a manner as to expedite the business of the City Council, subject to the procedural rules of the City Council and Robert's Rules of Order.
- 5.** The use of personal electronic devices on the dais shall be limited to official agenda-related tasks and emergency notifications. If, in the opinion of the Chair, a Council Member's use of an electronic device is disruptive to Council deliberations or disrespectful to the public, the Chair may request that the Council Member cease his or her use of such device.
- 6.** **Remarks by Council Members:** Every Council Member desiring to speak shall so indicate using the "request to speak" button on the display screen or otherwise address the Chair. Upon recognition by the Chair, the Council Member shall confine remarks to the item under consideration, avoiding remarks regarding the personalities

involved and avoiding indecorous language. A Council Member, once recognized, shall not be interrupted when speaking unless it is to call him/her to order. If a Council Member while speaking is called to order, the Council Member shall cease speaking until the question of order is determined. No Council Members shall make a statement representing the City's position or policy unless supported by a motion or resolution of the City Council.

7. **Abstention Votes:** Unless a member of the City Council audibly votes in the negative, silence shall be recorded as an affirmative vote. An abstention shall be recorded as a vote with the majority. The Council Member abstaining may state a short sentence explaining the reason for abstaining and this sentence shall be included in the minutes. (This assumes that the abstentions are not due to a conflict of interest. In a conflict of interest, the conflicted Member leaves the room and is considered absent for purposes of both a quorum and a vote.)
8. **Teleconferencing:** Teleconferencing shall be allowed as per Government Code.

B. Citizen Participation in Council Meetings – Oral Communications

1. At each regular City Council meeting up to 30 minutes shall be reserved for Oral Communications.
2. The purpose of oral communications is to bring to the attention of the Council a matter or matters which do not appear on the agenda. Remarks shall be addressed to City Council as a body and not to any member of the City Council, staff or the public. State law prohibits Council action on non-agenda items because the public would be unaware prior to the meeting of any potential action. If needed, Oral Communication items will be referred to the City Manager either for resolution by administrative action or placement on a future agenda by the Chair or at the request of at least two Council Members.
3. White speaker's slips will be available at the back of the Council Chambers to be filled out indicating a person's wish to address the Council under the agenda title "Oral Communications" and the subject on which the person wishes to speak. The slips will be accepted by the City Clerk in the Council Chambers no earlier than 30 minutes before the start of the meeting. All oral communications speaker slips must be received by the Clerk by the start of oral communications.
4. The City Clerk will review the slips. The Clerk will inform the Chair of the number of slips. If the number of speakers, at three minutes each, exceeds the 30 minute allotted time for Oral Communications, the

Chair, in consultation with the Council, will determine the time allotted per speaker, extension of Oral Communications time, or continuation of remaining speakers to the end of the meeting.

- 5. Donations of time from one speaker to another will not be permitted in Oral Communications.**
- 6. Only the Chair shall respond to a speaker during Oral Communications. Discussion is not allowed under law. If a Council Member has a valid question to clarify the issue, the question will be directed through the Chair.**

C. Public Comment on Agenda Items

- 1. The public is allowed to comment on items which appear on the agenda.**
- 2. Speaker slips will be available in the Council Chambers to be submitted by persons wishing to speak on an agenda item. The normal time allowed for a person to speak will be three minutes. Donation of time from one person to another will be permitted with up to two time donations for a maximum of 9 minutes, when speaking. The donor must be present. The Chair shall have the authority, with Council consensus, to reduce equally each speaker's time to accommodate a larger number of speakers, or to limit the total speakers' time on an agenda item.**
- 3. Speaker slips for agenda items will be accepted by the City Clerk in the Council Chambers no earlier than one-half hour before the meeting and up until the public testimony on the item is finished. Included on the speaker slip shall be the option for an individual to register support or opposition but do not wish to speak (individual must be present).**
- 4. Remarks shall be addressed to City Council as a body and not to any member of the City Council, staff or the public. No person shall enter into a discussion without the permission of the Chair. No questions shall be asked of a City Council Member or staff member except through the Chair. The Chair may limit interaction between Council Members and public speakers to questions of clarification.**
- 5. If there is a group representing a common position, designation of a spokesperson is encouraged. The Chair may allot a fixed amount of time for presentations of this nature. Commonly 10 minutes.**

6. Outside presentations shall be limited to 10 minutes maximum unless additional time has been requested through the City Clerk with approval by the Mayor.

D. Public Hearings

1. Public Hearings are occasions specifically for the purpose of obtaining public input.
2. Speaker slips will be available in the back of the Council Chambers to be submitted by persons wishing to speak at a public hearing.
3. Speaker slips will be accepted by the City Clerk in the Council Chambers no earlier than one-half hour before the meeting and up until the public testimony on the item is finished.
4. The normal time allowed for a person to speak in a public hearing will be three minutes. The Chair shall have the authority, with Council consensus, to reduce equally each speaker's time to accommodate a larger number of speakers, or to limit the total speakers' time in a public hearing.
5. Donation of time from one person to another will be permitted with up to two time donations for a maximum of 9 minutes, when speaking in a public hearing. The donor must be present.
6. If there is a group representing a common position, designation of a spokesperson is encouraged. The Chair may allot a fixed amount of time for presentations of this nature. Commonly 10 minutes.

E. Public Hearings on Appeals

1. Participation in Public Hearings on appeals is limited to appellant/application initial objectors, initial supporters and persons whose interests may be affected by the outcome of the hearing. Common practice is allowing speaking time of 10 minutes for both applicant and appellant with 5 minutes each for rebuttals.

Note: Please see Municipal Code Section 1.12.030A on the time constraints for submitting material relating to Public Hearings on Appeals.

F. Written Communications

1. Per Government Code Section 54957.5, any agenda related writings received by a majority of the City Council within 72 hours before a

regular meeting, must be distributed to all Council Members and a copy placed in the designated binder in the City's lobby. However, it is the City's practice to distribute all written correspondence received by any one Council Member to all Council Members and correspondence pertaining to an agenda item, is also placed in a binder in the lobby.

2. Written communications may also be presented to the City Clerk at City Council meetings, as part of the record of the meeting and for distribution to the City Council.

G. Minutes

1. The City Clerk is instructed to prepare action minutes for each Council meeting. The City Clerk shall add a brief description /topic for oral communication speakers, add any staff direction to the minutes that was a result of oral communication requests, add a one sentence statement as to why an item was removed from the Consent Calendar, and note whether the speaker was speaking in favor or opposition to agenda items.
2. A City Council Member has the right to have entered into the minutes a brief sentence of the Council Member's reasons for dissenting from or protesting against an action of the City Council.

H. General Meeting Rules

The City Council is pleased to have people attend Council Meetings to participate in their local government. The following rules are established in order to insure an orderly meeting where all can exercise their rights of free speech:

1. No smoking.
2. No alcohol.
3. Signs limited to 8-1/2" X 11" or smaller flexible paper without rigid support (due to safety concerns).
4. To assure that every speaker is listened to in a respectful manner, cheering, shouting or disruptive behavior shall not be tolerated. The Chair may direct appropriate remedial action if necessary.
5. In the interests of saving time, Council requests that the audience refrain from clapping for speakers.
6. No pets are allowed in Council Chambers. Service animals are permitted.

I. Communication Guidelines

Council Communication Guidelines

- **Articulate own perspective with respect**
- **Focus on making “informed decisions”**
- **Stay on topic-current agenda item**
- **Ask questions for clarification-clarify the facts**
- **Acknowledge legitimate disagreement**
- **Respect the majority opinion**
- **Be courteous, professional and respectful**

Community Communication Guidelines

Welcome to our Council meeting. When addressing the Council, please:

- **Address the Council as a body, not individuals**
- **Clarify your goal/purpose at the outset**
- **Respect the three-minute time limit-stop at the buzzer**
- **Council may ask questions for clarification**
- **No dialogue with Council during oral communications**
- **Be courteous, professional and respectful**

J. Applications of Rules to Boards, Commissions, and Committees

For consistency of meeting procedures and protocol, these rules shall apply to all boards, commissions, and committees of the City of Encinitas.

RESOLUTION NO. 2014-21

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND READOPTING RULES OF
PROCEDURE FOR CITY COUNCIL
MEETINGS AND CITY COUNCIL POLICIES

WHEREAS, the City Council of the City of Escondido, State of California, has previously adopted resolutions which provide Rules of Order and Procedure for City Council meetings and certain written policies governing Council procedures and methods of operation which are amended from time to time; and

WHEREAS, the Council wishes to re-adopt its Rules and Policies for the purpose of including certain amendments and clarifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the following sections shall govern the City Council:

Section A: Rules of Order and Procedure

1. Time of Regular Meetings.

Unless the City Council schedules otherwise or cancels a meeting, the City Council shall hold regular meetings at 3:30 p.m. commencing with closed session items and thereafter at 4:30 p.m. commencing with a public session on each of the first four (4) Wednesdays of each calendar month at the City Hall.

2. Matters Covered.

For the purpose of efficiently focusing only on matters affecting the City of Escondido, the Council shall not consider any resolution, motion or matter which does not affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation nor shall the Council consider any resolution or motion supporting or disapproving any legislation or action pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of said State or nation unless such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of Escondido or its officers or employees as such.

3. Order of Business.

Regular business of the Council at the 4:30 p.m. public session shall be taken up for consideration in substantially the following order, except as may be otherwise ordered by the Mayor or Council:

- a. Moment of Reflection
- b. Flag Salute
- c. Roll Call
- d. Introductions/Proclamations/ Presentations
- e. Oral Communications
- f. Consent Calendar, including Affidavits of Publications, Mailing, Posting, Warrant Register & Minutes
- g. Ordinances and Resolutions
- h. Public Hearings

- i. Current Business Matters
- j. Briefing (Staff)
- k. Future Agenda Items
- l. Oral Communications
- m. Council/Commission Member Comments
- o. Adjournment

4. Consent Calendar Defined.

From time to time the Council may schedule a “workshop” style meeting. Such workshops shall comply with all applicable laws and shall be dedicated primarily to general information gathering and sharing, discussion and possible direction to staff. Final actions of the Council shall not take place at workshop sessions.

Those items on the Council agenda which are generally considered routine matter of business such as the approval of minutes, Treasurer's Quarterly Investment Report, bid awards, resolutions setting hearings, final maps and various leases and agreements are listed on the “Consent Calendar” and shall be adopted by one motion unless Council, staff or a member of the public requests specific items to be discussed and/or removed for separate action. Those items so approved under the heading “Consent Calendar” will appear in the Council minutes in their proper form, i.e., resolution accepting grant deed or easement, approval of minutes, award of bid, etc.

5. Oral Communications.

Time has been reserved near the beginning and end of each regular meeting agenda to provide an opportunity for members of the

public to directly address the Council on items of interest to the public. Comments on an item already appearing on the agenda shall only be taken at the time reserved for discussion of that agenda item. No action will be taken by the Council on items discussed under Oral Communications, except to refer the matter to staff or schedule for future action.

6. Council Member Comments.

The Council Member comments agenda item provides members of the Council an opportunity to raise items not currently before the Council for updates and briefing. No action or discussion shall occur on any such matter.

7. Council Action.

Upon motion being made and seconded by any Council member, a roll call vote shall be taken. A motion that fails to obtain a second or a majority vote shall die.

8. Manner of Addressing Council - Time Limit.

- a. Each person addressing the Council shall step up to the microphone, shall state their name and city of residence in an audible tone of voice for the record and, unless further time is granted by concurrence of the Council, shall limit their address to three (3) minutes. If significant numbers of persons desire to speak on a given item, the presiding officer shall limit speaking times. Longer time limits may be

permitted for an applicant, appellant, or spokesperson for a larger group, at the discretion of the presiding officer.

- b. Whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented at the time by any other member of the said group, to limit the number of persons so addressing the Council so as to avoid unnecessary repetitions before the Council.

9. Posting of Agenda.

At least 72 hours before a regular meeting, the City Clerk shall post a certified copy of the agenda specifying the time and location of the regular meeting in a place accessible so as to be available for review by members of the public.

10. Content of Agenda.

Under state law, the City Council is limited to consideration of items which are on a posted agenda. Items may be placed on an agenda only by city staff or upon the concurrence of two individual Council members. The City Manager shall be in charge of preparing the Council agenda and all items shall be coordinated with the City Manager. In addition, a Council Member wishing to place a matter on the agenda for discussion and action shall first request the City Clerk (in writing or by electronic mail)

to list the item under the category of "Future Agenda Items." Only after the item has received the assent of two Council members and has appeared at least once as a "Future Agenda Item" may it appear on the regular Council agenda for discussion and action. To the fullest extent practicable, any items placed on the agenda by City staff shall also be listed under "Future Agenda Items" to assure the best possible advance notice of the nature of items and discussion which are upcoming.

11. Closing Time of Council Meetings.

No agenda item may be introduced after the hour of 10:00 p.m.; however, the meeting may be extended beyond 10:00 p.m. upon a majority vote of the Council members.

12. Processing of Motions.

- a. When a motion is made, it shall be stated clearly and concisely by its mover. After a motion is made and seconded, it shall be stated by the presiding officer before debate. A motion may be withdrawn by the mover without consent of the Council members.
- b. The presiding officer shall at any time by majority consent of the Council members, permit a Council member to propose the reordering of agenda items.
- c. If a question contains two or more divisible propositions, the presiding officer may, and upon request of a Council member shall, divide the same.

13. Precedence of Motions.

- a. When a motion is before the Council, no motion shall be entertained except (precedence in order indicated):
 - (1) To adjourn
 - (2) To fix hour of adjournment
 - (3) To lay on the table
 - (4) For the previous question
 - (5) To postpone to a certain day
 - (6) To refer
 - (7) To amend
 - (8) To postpone indefinitely
- b. A motion to adjourn shall be in order any time, except as follows:
 - (1) When repeated without intervening business or discussion
 - (2) When made as an interruption of a member while speaking
 - (3) When the previous question has been ordered
 - (4) While a vote is being taken
- c. A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.
- d. A motion to table or lay on the table is not debatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" only by adding it to the

agenda of the next regular meeting, to be discussed at the following regular meeting.

- e. A motion for previous question shall close debate on the main motion and shall be undebatable. The statement by a Councilperson of "question" does not accomplish the same purpose. If a motion fails, debate is reopened; if motion passes, then vote shall be taken on the main motion.
 - f. A motion to amend shall be in order and is debatable only as to amendment. A motion to amend an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and amendments are to be voted first, then the main motion is amended.
 - g. A motion to postpone indefinitely shall be fully debatable and if the same is adopted, the principal motion shall be declared lost. A motion to postpone to a definite time shall be amendable and debatable as to propriety of postponement and time set.
 - h. A motion to refer shall not be debatable except for the propriety of referring.
14. Administrative Mandamus.

Persons who are dissatisfied with a decision of the City Council

may have the right to seek review of that decision by a court. In addition, the City has adopted Section 1094.6 of the Code of Civil Procedure which generally limits to ninety (90) days the time within which the decision of City boards and agencies may be judicially challenged.

15. Appeals; Continuances.

Any person appealing an action of a City Commission or City Staff to the City Council has a right to two two-week postponements of the initial hearing scheduled on the appeal. After exhaustion of this right, the appeal shall be considered withdrawn. This procedure shall not limit the ability of the City Council to continue a hearing which has commenced to a subsequent meeting to receive additional public testimony or information from City Staff.

16. Reconsideration.

Any member of the Council, voting in the majority on any action of the Council, may at the same meeting, or at a subsequent time, request the Council reconsider an action. A reconsideration request made by a member of the Council voting in the minority shall not be allowed, except when made more than one (1) year after the date of the original action.

All requests for reconsideration of a Council action shall be provided to each Council member, and the City Manager in writing or via electronic mail, and the request shall be placed on the next available agenda. In the event an item to be reconsidered requires public notice, it

shall be calendared and noticed after Council determines when reconsideration shall occur.

17. Personal Privilege.

The right of any Council member to address the Council on a question of personal privilege shall be limited to cases in which his/her integrity, character or motives are questioned.

18. Council Conduct.

No member of the Council shall act in such a manner as to call into disrepute the public image of the Council or which is discourteous to or results in the constant interruption of other members of the Council or members of the public.

19. Parliamentarian.

A majority vote of the Council shall generally control matters of procedure not addressed by this Resolution. The City Attorney shall decide all other questions of interpretations of these rules and any other questions of a parliamentary nature which may arise at a City Council meeting.

20. Voting and Non-Profit Entity Membership.

It shall be the policy of this Council that a council member who serves on the governing board of a non-profit entity shall not participate in the discussion or voting process to determine whether or not that non-profit entity receives City funds. In the event the request of a non-profit entity with a council member on its governing board is part of a larger

request involving several items, or is part of the budget process, a separate vote shall be taken to allow the necessary abstention.

21. Selection of Chairperson.

In the event that the Mayor and the Deputy Mayor are absent from a City Council meeting, the three remaining Council members present shall promptly determine which Council member will conduct and serve as the chairperson of the meeting.

22. Decorum and Security.

- a. While the City Council is in session, the Council members, staff, and members of the public are expected to act in a manner to preserve order and decorum for the meeting. No person shall engage in disorderly or disruptive behavior during the meeting. No person shall, either by conversation, applause, shouting, or any other conduct, interrupt or delay the proceedings.
- b. The City Manager, in coordination with the Mayor and/or Deputy Mayor, are authorized to and shall designate and post signs specifying those areas of the Chamber for the media or others wishing to record the meeting, areas for staff presentations, and areas which are restricted to City employees and elected officials.
- c. Signs, placards, posters, or similar objects which are larger than 8.5 by 11 inches shall not be permitted in the Council Chambers without the consent of the presiding officer

Section B: City Council Policies.

1. Correspondence with Members of the City Council.

The purpose of this policy is to provide for a coordinated response to correspondence (i.e. letters, emails, and similar items) which is sent to the City generally, or in which the same correspondence is sent in identical fashion to all Council members. In such circumstances, the Council directs that the Mayor (or as appropriate the City Manager or City Attorney) shall answer such correspondence on behalf of the City, according to the procedure set forth below.

In addition to individual e-mail addresses, the City Manager's Office shall also establish a shared email address by which citizens may direct emails to all Council members at the same time. The shared email address shall be featured on the City's website and in other publications in such a manner as to allow citizens to use the address and thereby communicate with all Council members at the same time. All Council members shall have access to review items in the mailbox at all times. All responses to such emails shall also be sent from the shared mailbox, such that all Council members may review such responses.

With respect to other communications, such as those involving other governmental entities, organizations, and related entities where such communication occurs between the entities rather than specific individuals, the Mayor shall respond on behalf of the City, with copies to

all Council members. Matters involving routine city administrative issues shall generally be responded to by either the City Manager or City Attorney, as appropriate, on behalf of the City. With respect to correspondence that consists of invitations to events, the Mayor and Council shall coordinate such invitations with the City Manager's support staff.

Because substantial portions of City Council communication, whether electronic or written, is subject to California's Public Records laws, all City Council communications shall be coordinated with the City Manager for the purpose of compliance with various laws governing public records. All Council members using city computers shall be subject to the City's Administrative Directives regarding computer use.

2. Press Releases.

All press releases on behalf of the City shall be issued on City letterhead and only on behalf of the City generally or the entire City Council. Press releases shall be prepared and coordinated by the City Manager's Office.

3. Council Calendar.

The responsibility for managing the calendars of the City Council and the City Council members shall be delegated to the City Manager's secretary.

4. Audits.

Staff shall informally assist the City Council in a periodic accounting

of individual expenditures for travel, phone use, etc.

5. Credit Card Use.

Credit cards are available for use by individual members of the City Council. Such credit cards shall be used only for official city business. Council members shall not use a City credit card, or be reimbursed for purchases of meals for others.

6. Council Travel Policy.

Council members shall be bound by all City policies, as expressed in Administrative Directives or otherwise, regarding travel on City business.

Elected officials shall provide brief reports on meetings attended at the City's expense at the next regular City Council meeting. If multiple elected officials attended, a joint report may be made. Reports may be provided in writing as part of the Agenda packet distribution.

The City Council generally has a fixed amount in the City Council budget. It shall be the policy of the council to see that each Council member generally attempts to stay within approximately one-fifth of that entire budget.

7. Council Communication with Staff.

The Council members shall request information or give direction only to the City Manager or City Attorney. Requests for information should be directed to the City Manager although incidental or minor requests (not involving analysis or significant time), may be requested

directly from department heads, with a copy to the City Manager. Requests which involve change of policy, expenditure of funds, or use of significant staff time shall be submitted to the full Council for approval. In the absence of the City Manager or the City Attorney, requests should be made to designated Assistants.

8. Review of Reimbursements.

The Director of Finance or a designee shall review all City Council requests for reimbursement of expenses for consistency with City policy on such expenses.

In all cases, Council members shall be bound by the same policies and procedures adopted and applicable for all City employees on a Citywide basis. To the extent such policies provide for per diem reimbursements, auto allowances, and related forms of reimbursement rather than receipt-specific reimbursement, it is hereby determined that such per diem or fixed amount reimbursements, so long as applicable to all city employees, are the best and most efficient method of reimbursing expenses on an actual and necessary basis.

9. Council Salary.

To assure attention to the Council compensation allowable under state law, the City Council shall have an agenda item during a meeting in December of odd numbered years for the purpose of determining whether or not to take action regarding Council compensation.

10. Campaign Activity Funding.

The City Council shall not direct or authorize the expenditure of public funds to prepare or distribute a publication or communication when the style, tenor, and timing of the publication or communication demonstrates that it constitutes traditional campaign activity or that it supports or opposes the approval or rejection of a ballot measure.

Section C: City Council Ethics Policy.

1. Declaration of Policy.

The respected operation of democratic government emphasizes that elected officials be independent, impartial, and responsible to the people. It requires that they conduct themselves in a manner above reproach.

This Ethics Policy provides the following general guidelines and specific prohibitions to which elected Escondido City Officials must conform in pursuit of their assigned duties and responsibilities. This policy is in addition to all applicable provisions of state law, including the Brown Act, the Political Reform Act and implementing regulations, and all other laws governing the conduct of elected officials.

2. Disclosure of Closed Session Matter.

No member of the City Council shall disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, the content or substance of any information

presented or discussed during a closed session meeting unless the City Council first authorizes such disclosure by the affirmative vote of three members.

3. Disclosure of Confidential Communications.

Except when disclosure is mandated by state or federal law, no member of the City Council shall disclose to any person, other than members of the Council, the City Attorney, or the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, the content or substance of any confidential or privileged communication relating to matters of City business, received under circumstances where the confidential or privileged nature of the communication is reasonably conveyed, unless the City Council first authorizes such disclosure by the affirmative vote of three members of the City Council.

4. Conduct During Negotiations/Litigation.

The City Council is authorized to provide direction to specifically identified negotiators in a legally constituted closed session on matters involving pending litigation, real estate negotiations, and labor negotiations. If the City Council in closed session provides such direction to its negotiators, all contact with the negotiating party or the party's representative, shall be limited to, and made by, those individuals designated to handle the negotiations.

During a pending labor negotiation, no member of the City Council shall have any contact or discussion with the negotiating party or the party's representative regarding the subject matter of the pending negotiation. In addition, during pending litigation or real estate negotiations, no member of the City Council (unless they have been designated as a negotiator) shall have any contact or discussion with the litigating or negotiating party or the party's representative regarding the subject matter of the pending litigation or real estate negotiations.

No member of the City Council shall communicate or disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, any discussion or information received in closed session regarding the negotiation or litigation.

Nothing in this section shall prohibit Council members from receiving written communications provided they are made available to all Council members, the City Manager, the City Attorney, and the City's designated negotiators on an equal basis.

5. Ex Parte Communications.

The purpose of this provision is to guarantee that all interested parties to any matter before the City Council have equal opportunity to express and represent their interests. Ex parte communications are those communications members of the City Council have with representatives of only one side of a matter outside the presence of other interested parties.

A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

Any written or oral ex parte communication received by a member of the City Council in matters where all interested parties are entitled to an equal opportunity for a hearing shall be made a part of the record by the recipient.

6. Violations and Penalties.

Any violation of this Ethics Policy by a member of the City Council shall constitute official misconduct if determined by an affirmative vote of three members of the City Council in an open and public meeting. In addition to any criminal or civil penalties provided for by federal, state or other local law, any violation of this Ethics Policy shall constitute a cause for censure by City Council adoption of a Resolution of Censure.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 12th day of February, 2014 by the following vote to wit:

AYES : Councilmembers: GALLO, MASSON, MORASCO, ABED

NOES : Councilmembers: DIAZ

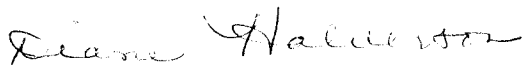
ABSENT : Councilmembers: NONE

APPROVED:



SAM ABED, Mayor of the
City of Escondido, California

ATTEST:



DIANE HALVERSON, City Clerk of the
City of Escondido, California

RESOLUTION NO. 2014-21

SUBJECT: City Council/CDC/Harbor Board/OPFA Agenda Items	POLICY NUMBER	100-02
	ADOPTED	8-10-83
	REVISED	1-14-87
	REVISED	1-16-02
	REVISED	3-1-06
	REVISED	1-6-16

It is the policy of the City Council that items from Councilmembers may be placed on the Council meeting agenda under "Councilmember Items". Councilmembers may place an item on the agenda by notifying the City Manager's Office of the specific subject matter they wish to discuss, in writing, at least three weeks in advance of the Council meeting. Councilmember items are due to the City Manager's Office by 10 a.m. on the Wednesday three weeks prior to the City Council meeting for which the item is proposed.

Pursuant to Council Policy 100-20, the City Manager will determine if the request will exceed the four-hour time limit. If the item is determined to not exceed the time limit, the item will be placed on the agenda. If the item is determined to exceed the time limit, the item will be placed on the agenda for the purpose of Council approval of staff resources.

At no time shall a Councilmember item be construed as more than "information only"; any staff action, beyond preparing a presentation within the four-hour time limit, on any Councilmember item, must be approved by the full council.

Councilmember requests for proclamations or resolutions to be placed on the agenda are excluded from the three week advance notice requirement. These items may be placed on the agenda one week prior as long as no significant staff time is required.

The addition of Councilmember items requested after the 10:00 a.m. Wednesday deadline, above, is discouraged; however, late items can be accommodated under certain circumstances, only if the following "addendum" process is followed:

- All conditions of the Brown Act must be met; all addendums require 72-hour advance public notice and posting.
- Addendums for late Councilmember items must be submitted in writing, with a stated reason for the need for immediacy of the action. All such requests shall include the concurrence of one other Councilmember or the Mayor, and this concurrence should also be in writing.

- All late requests for addendums to the agenda must be submitted to the City Manager by 3 p.m. of the Thursday prior to the meeting. Any request beyond this timeframe cannot be accommodated.

Councilmembers are asked to minimize the use of the addendum process for late Councilmember items and are encouraged to simply place their requested items on the following regular Council agenda.

RESOLUTION NO. 3262-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR RESCINDING RESOLUTION NO. 3246-15 AND AMENDING RULES FOR THE CONDUCT OF MEETINGS OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR

WHEREAS, Section 36813 of the Government Code, State of California, authorizes a Town Council to establish rules for the conduct of its meetings;

WHEREAS, on December 17, 2008, pursuant to Resolution No. 2407-08, the Town Council adopted rules for the conduct of its meetings, and adopted revisions to said rules on September 18, 2013 pursuant to Resolution No. 3033-13; and on January 21, 2015 pursuant to Resolution No. 3165-15; and on July 15, 2015 pursuant to Resolution No. 3218-15; and on November 18, 2015 pursuant to Resolution No. 3246-15; and

WHEREAS, at the Town Council Team Building meeting held on January 6, 2016, the Town Council directed staff to bring back to Council a resolution further amending said rules, specifically to amend Sections V.B. (Council Values and Interaction) and V.K. (Public Comment), and to make changes in accordance with the guidance provided by Council.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Windsor resolves as follows:

Section I - This Resolution supersedes Resolution No. 3246-15, which is hereby rescinded.

Section II - The following rules of conduct are adopted:

I. MEETINGS

I.A. REGULAR MEETINGS

I.A.1 Time. Regular meetings of the Town Council shall be held on the first and third Wednesday of each month at the hour of 6:00 p.m. (unless there is a need for a closed session, workshops or study sessions which in such case may commence prior to 6:00 p.m. as a special meeting). Whenever the day fixed for any regular meeting of the Council falls upon a day designated as a holiday, the Council shall cancel or reschedule the meeting.

I.A.2 Public Hearings. Scheduled public hearings shall be commenced at 6:00 p.m. or as soon thereafter as possible.

I.A.3 Place. All regular meetings of the Council shall be held in the place designated by Ordinance No. 02-92.

I.A.4 Public. All meetings of the Council shall be open to the public; however, the Town Council may hold Closed Sessions as provided by the laws of the State of California.

IA.5 Special Needs. Reasonable accommodations will be made for persons having special needs due to disabilities by contacting the Town Clerk prior to the meeting.

I.B. SPECIAL MEETINGS. A special meeting may be ordered at any time by the Mayor whenever, in the opinion of the Mayor, the public business may require it or upon the written request of any three members of the Council. Whenever a special meeting shall be called, written notice of such meeting shall be delivered personally, or by any other means, by the Town Clerk to each member of the Council and to each local newspaper of general circulation and radio station requesting notice in writing. Such notice must be delivered at least twenty-four hours before the time of such meeting as specified in the notice. The order shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings by the Council. The written notice may be dispensed with as to any member of the Council who, at or prior to the time the meeting convenes, files with the Town Clerk a written waiver of notice. This written notice may also be dispensed with as to any member who is actually present at the time it convenes.

The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is accessible to members of the public.

I.C. ADJOURNMENT: ADJOURNED MEETINGS. The Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Clerk may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally, or by any other means, to each Councilmember at least three (3) hours before the adjourned meeting. Copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held, within 24 hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided in this rule, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

I.D. EMERGENCY MEETINGS. The twenty-four hour notice and posting requirements for a special meeting may be dispensed with under the following emergency conditions:

I.D.1 Work stoppage, crippling disaster, or other activity which severely impairs public health, safety, or both, as determined by a majority of the members of the Council. The one-hour notice requirements in the Brown Act, otherwise known as the Open Meeting Law, shall be followed.

I.D.2 A crippling disaster, mass destruction, terrorist attack, or threatened terrorist activity that poses peril so immediate and significant that requiring the Council to provide one-hour notice may endanger the public health, safety or both, as determined by a majority of the members of the Council.

I.E. CLOSED SESSIONS. The Council may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by state law to hear or consider in closed session, and may exclude from any such closed session any person or persons which it is authorized by state law to exclude from such closed sessions.

Council will communicate, consistent with the Brown Act, on actions in closed sessions prior to taking action in open session.

To the maximum extent possible, the Council agenda shall identify the subject matter and/or parties to existing or anticipated litigation to be discussed in closed session. In the event that the Town Attorney determines that a description beyond the "Safe Harbor" or recommended language of the Brown Act would be prejudicial to the Town's interests, the Town Attorney, in advance of the closed session, shall provide the Council with a confidential memo detailing the concerns that mitigate against a more specific agenda description. By way of example and not of limitation, such concerns might be that a more specific description could jeopardize the Town's ability to effectuate service on an unserved party or conclude settlement negotiations, or could disclose the identity of someone whose identity is subject to nondisclosure protection pursuant to applicable law.

In addition to making required reports out at the conclusion of a closed session, for matters of Town-wide interest the Mayor shall make an additional report out at the outset of the next regular Council meeting, under Announcements.

I.F. CANCELLATION. Any meeting of the Council may be canceled in advance by a majority vote of the Council. In the event that the Mayor and/or Vice Mayor are unable to cancel a meeting in the case of an emergency, the Town Manager is authorized to cancel such meeting.

I.G. TELEPHONIC ATTENDANCE OF COUNCILMEMBERS AT COUNCIL MEETINGS. These Town Council provisions concerning Telephone Attendance shall apply to all Town Commissions and Committees as well as to the Town Council. It is recognized that telephonic attendance at meetings is less satisfactory than in-person attendance. Teleconferencing is an option to be used in very occasional circumstances, and not as a regular or frequent substitution for in-person attendance. In addition, at least a quorum of the Council must participate from a location within the Town.

If these two threshold requirements are met, the Councilmember who will be appearing telephonically must ensure that:

- The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting (unless the meeting is a special meeting, in which case the posting referred to must occur for at least 24 hours prior to the special meeting).

- The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.
- The teleconference technology used is open and fully accessible to all members of the public, including those with disabilities.
- The quality of the telephonic connection is such that Councilmember and members of the public can hear and be heard. Councilmember is responsible for verifying that the quality of the telephone connection will meet these criteria.
- Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council from the remote location that they would if they were present in Council Chambers.
- The teleconference location must not require an admission fee or any payment for attendance.

Guidelines for Councilmembers:

- A teleconferenced meeting shall comply in all respects with the Brown Act, including the requirement that all votes taken be by roll call.
- One week advance written notice must be given by the Councilmember to the Town Clerk's office; the notice must include the address at which the teleconferenced meeting will occur, who is to initiate the phone call to establish the teleconference connection, and the phone number of the teleconference location. Cellular telephones are not recommended to be used to participate in teleconferenced meetings.
- The Councilmember is responsible for posting the Council agenda in the remote location. The Town Clerk will assist, if necessary, by faxing or emailing the agenda to the address or fax number the Councilmember requests; however, it is the Councilmember's responsibility to ensure the agenda arrives and is posted.

I.H. SELECTION OF MAYOR AND VICE MAYOR. The Council shall select one of its members as Mayor and one of its members as Vice Mayor in accordance with Government Code section 36801.

I.I. CHAIR. The Mayor shall chair and preside over all Council meetings. In the Mayor's absence, the Vice Mayor shall serve as Mayor. In the event that the Mayor and Vice Mayor are both absent, refer to Section I.M.

The Mayor shall state every question coming before the Council, call for the vote, announce the decision of the Council on all subjects and decide all questions of order, subject, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. The Mayor shall sign all ordinances and other official actions adopted by the Council during the Mayor's presence. In the event of the absence of the Mayor, the Vice Mayor shall sign ordinances as then adopted.

I.J. ATTENDANCE BY THE PUBLIC. Except as specifically provided by law for Closed Sessions, all meetings of the Council shall be open and public. All persons desiring to attend shall be permitted to attend any meeting. Comments from the public shall be restricted to three minutes in length unless additional time is specifically authorized by the Mayor. In the event any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by removal of the offending individual or individuals, the Council may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered during such session.

Representatives of the press, unless participants in the disturbance, shall be allowed to attend such session, and nothing shall prohibit the Council from readmitting persons not responsible for the disturbance.

I.K. AGENDA. In order to facilitate the orderly conduct of the business of the Council, the Town Clerk shall be notified no later than 11:00 a.m. on the Wednesday immediately preceding a regular Council meeting of all reports, communications, ordinances, resolutions, contract documents or other matters to be submitted to the Council at such meeting. Immediately thereafter, the Town Clerk shall arrange an agenda of such matters according to the order of business and furnish each member of the Council, the Town Manager, and the Town Attorney with a copy of the agenda prior to the Council meeting and as far in advance of the meeting as time for preparation will permit.

The Town Clerk shall mark with the word "Consent" or identify with an asterisk those items on the agenda regarding which it can reasonably be expected that there will be no discussion by members of the Town Council, the Town staff or interested persons in the audience. The Council shall consider all of the items on the agenda marked "consent" at one time by vote after a motion has been duly made and seconded. If any member of the Town Council or Town staff requests that a consent item be removed from the list of consent items, such item shall be taken up for consideration and disposition in the order in which it is listed on the agenda.

I.L. POSTING -- AGENDA. The agenda shall be posted at least 72 hours before all regular Council meetings. The agenda shall be posted on the designated Town Hall bulletin boards.

I.M. CALL TO ORDER. The Mayor, or in his/her absence, the Vice Mayor, shall take the chair at the hour appointed for the meeting, and shall immediately call the Council to order. In the absence of the Mayor or Vice Mayor, the Town Clerk shall call the Council to order whereupon a temporary chairperson shall be elected by the members of the Council present. Upon the arrival of the Mayor or Vice Mayor, the temporary chairperson shall immediately relinquish the chair upon the conclusion of the business immediately before the Council.

II. ORDER OF BUSINESS

II.A. The business of the Council at its meetings may be conducted in accordance with the following suggested order of business. Matters may be taken out of order with the unanimous consent of the Council:

1. CALL TO ORDER
2. TOWN COUNCIL ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES TO THE AGENDA
5. REPORT OUT FROM CLOSED SESSION*
6. PRESENTATION(S)/PROCLAMATION(S)
7. ANNOUNCEMENTS
8. CONFLICT OF INTEREST DECLARATION
9. PUBLIC COMMENT
10. CONSENT CALENDAR (including approval of minutes)
11. PUBLIC HEARINGS (SET TIME CERTAIN)
12. REGULAR CALENDAR
13. MAYOR'S & COUNCILMEMBERS' REPORTS
14. TOWN MANAGER'S REPORT
15. ANNOUNCEMENT OF CLOSED SESSION TOPIC
16. REPORT OUT OF CLOSED SESSION
17. ADJOURNMENT

*This item will only appear when there was a closed session at the prior Council meeting.

II.B. MATTERS NOT ON THE AGENDA. Members of the Town Council may take action on items of business not appearing on the posted agenda under any of the conditions stated below.

II.B.1 Upon a determination by a majority vote of the Council that an emergency situation exists, as defined in Section 54965.5 of the Government Code;

II.B.2 Upon a determination by a two-thirds vote of the members of the Council present at a meeting, or, if less than two-thirds of the Councilmembers are present, a unanimous vote of those members present, that there is a need to take immediate action that the need for action came to the attention of the local agency subsequent to the agenda being posted; or

II.B.3 The item was posted on an agenda for a prior Council meeting occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

II.C. READING OF MINUTES. Unless the reading of the minutes of a Council meeting is requested by a member of the Council, such minutes may be approved without reading if the Clerk has previously furnished each member with a copy thereof.

III. RULES OF CONDUCT

Business shall be brought before the Council by motion in accordance with the following standards of conduct.

III.A. OBTAINING THE FLOOR. Any Councilmember wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Councilmember who seeks the floor when appropriately entitled to do so.

III.B. MOTIONS. At the Mayor's discretion, items on the agenda may be discussed before asking for a motion and second. The Mayor or any member of the Council may bring a matter of business before the Council by making a motion. Before the matter can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the Mayor shall open the matter for debate offering the first opportunity to debate to the moving party and, thereafter, to any Councilmember properly recognized by the Mayor. Once the matter has been fully debated and the Mayor calls for a vote, no further debate will be allowed, provided however, any Councilmember may be allowed to explain his or her vote prior to the vote being cast.

III.C. VOTING. All Councilmembers present at a meeting when a question comes up for a vote, shall vote for or against the measure unless he/she is disqualified from voting and abstains because of such disqualification. If the vote is a voice vote, the Mayor shall declare the result and note for the record all "aye" votes and all "no" votes. The Council may also vote by roll call vote, ballot or voting machine. Regardless of the manner of voting, the results reflecting all "ayes" and "noes" must be clearly set forth for the record.

In the case of a tie in votes on any proposal, the proposal is considered lost. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

III.D. CONFLICTS. A member of the Council who has a conflict of interest regarding any matter being considered by the Council shall declare the conflict, state the reason for the conflict, and leave the room during the discussion of that particular agenda item, unless it is a Consent Calendar item.

III.E. PROCEDURAL RULES OF ORDER. Once the main motion is properly placed on the floor, several related motions may be employed in addressing the main motion. These motions take precedence over the main motion, and if properly made and seconded, must be disposed of before the main motion can be acted upon. The following motions are appropriate and may be made by the Mayor or any Councilmember at any appropriate time during the discussion of the main motion. They are listed in order of precedence. The first three subsidiary motions are non-debatable; the last four are debatable.

III.E.1. Subsidiary Motions

III.E.1.1 Lay On The Table. Any Councilmember may move to lay the matter under discussion on the table. This motion temporarily suspends any further discussion of the pending motion without setting a time certain to resume debate. It must be moved and seconded and passed by a majority vote. In order to bring the matter back before the Council, a member must move that the matter be taken from the table, seconded and passed by a majority. A motion to take from the table must be made at the same meeting at which it was placed on the table or at the next regular meeting of the Council. Otherwise, the motion that was tabled dies, although it can be raised later as a new motion.

III.E.1.2 Move Previous Question. Any Councilmember may move to immediately bring the question being debated by the Council to a vote, suspending any further debate. The motion must be made and seconded without interrupting the one who already has the floor. A two-thirds vote is required for passage.

III.E.1.3 Limit or Extend Limits of Debate. Any Councilmember may move to put limits on the length of debate. The motion must be made and seconded and requires a two-thirds vote of the Council to pass.

III.E.1.4 Postpone to a Time Certain. Any Councilmember may move to postpone the pending question to a time certain. This motion continues the pending main motion to a future date as determined by the Council at the time the motion is passed. The motion must be seconded and requires a majority vote for passage.

III.E.1.5 Commit or Refer. Any Councilmember may move that the matter being discussed should be referred to a committee or commission for further study. The motion must be seconded and requires a majority vote for passage. The motion may contain directions for the committee or

commission, as well as a date upon which the matter will be returned to the Council's agenda. If no date is set for returning the item to the Council agenda, any Councilmember may move, at any time, to require the item be returned to the agenda. The motion must be seconded and a majority vote is required for passage if the item is to come back at a future date certain or a two-thirds vote if the item is to be immediately discussed by the Council at the time the motion to return is made.

III.E.1.6 Amend. Any Councilmember may amend the main motion or any amendment made to the main motion. Before the main motion may be acted upon, all amendments and amendments to amendments must first be acted upon. A motion to amend must be seconded, and requires a majority vote for passage. An amendment must be related to the main motion or amendment to which it is directed. Any amendment which substitutes a new motion rather than amending the existing motion is out of order and may be so declared by the Mayor.

III.E.1.7 Postpone Indefinitely. Any Councilmember may move to postpone indefinitely the motion on the floor, thus avoiding a direct vote on the pending motion and suspending any further action on the matter. The motion must be seconded and requires a majority vote for passage.

III.E.2. Motions of Privilege, Order and Convenience. The following actions by the Council are to ensure orderly conduct of meetings and are for the convenience of the Mayor and Council. These motions take precedence over any pending main or subsidiary motion and may or may not be debated as noted.

III.E.2.1 Call for Orders of the Day. Any Councilmember may demand that the agenda be followed in the order stated therein. No second is required and the Mayor must comply unless the Council, by a two-thirds vote, sets aside the orders of the day.

III.E.2.2 Question of Privilege. Any Councilmember, at any time during the meeting, may make a request of the Mayor to accommodate the needs of the Council or the Mayor. Admissibility of question is ruled on by the Mayor.

III.E.2.3 Recess. Any Councilmember may move for a recess. The motion must be seconded and a majority vote is required for passage. The motion is debatable.

III.E.2.4 Adjourn. Any Councilmember may move to adjourn at any time, even if there is business pending. The motion must be seconded and a majority vote is required for passage. The motion is not debatable.

III.E.2.5 Point of Order. Any Councilmember may require the Mayor to enforce the rules of the Council by raising a point of order. The point of order shall be ruled upon by the Mayor.

III.E.2.6 Appeal. Should any Councilmember be dissatisfied with a ruling from the Mayor, he/she may move to appeal the ruling to the full Council. The motion must be seconded to put it before the Council. A majority vote in the negative or a tie vote sustains the ruling of the

Mayor. The motion is debatable and the Mayor may participate in the debate.

III.E.2.7 Suspend the Rules. Any Councilmember may move to suspend the rules if necessary to accomplish a matter that would otherwise violate the rules. The motion requires a second, and a two-thirds vote is required for passage.

III.E.2.8 Division of Question. Any Councilmember may move to divide the subject matter of a motion which is made up of several parts in order to vote separately on each part. The motion requires a second and a majority vote for passage. This motion may also be applied to complex ordinances or resolutions.

III.E.2.9 Reconsider. Except for votes regarding matters which are quasi-judicial in nature or matters which require a noticed public hearing, any member of the Council with the prevailing may move for a reconsideration of that action at the same or next succeeding meeting to correct inadvertent errors or to consider new information not available at the time of the vote. The motion must be seconded and requires a majority vote for passage, regardless of the vote required to adopt the motion being reconsidered. If the motion to reconsider is successful, the matter to be reconsidered takes no special precedence over other pending matters, any special voting requirements related thereto still apply, and the actual reconsideration of the question shall be heard at the next regularly scheduled meeting. After the actual reconsideration of the question has been acted upon, no other motion for reconsideration thereof will be made without unanimous consent of the members present. In the case of a tie vote, the prevailing side of the Council will be deemed to be those Councilmembers who voted in the negative.

III.E.2.10 Rescind, Repeal or Annul. The Council may rescind, repeal or annul any prior action taken with reference to any legislative matter so long as the action to rescind, repeal or annul complies with all the rules applicable to the initial adoption, including any special voting or notice requirements or unless otherwise specified by law.

III.F. AUTHORITY OF THE MAYOR. Subject to appeal, the Mayor shall have the authority to prevent the misuse of the legitimate form of motions, or the abuse of privilege of renewing certain motions, to obstruct the business of the Council by ruling such motions out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is making the motion in good faith.

IV. ADDRESSING THE COUNCIL

IV.A. ADDRESSING THE COUNCIL. Any person desiring to address the Council at a meeting shall first secure the permission of the Mayor to do so; provided, however, that under the following headings of business, any interested person shall have the right to address the Council upon obtaining recognition by the Mayor. Those wishing to address the Council shall limit their comments to three minutes.

IV.A.1 Written Communications. Interested persons or their authorized representative may address the Council by written communication on any matters concerning the Town's business, or any matters over which the Council has control. To be considered for inclusion

on the agenda, such written communication shall be delivered to the Town Clerk no later than 11:00 a.m. of the Wednesday the week preceding the regular Council meeting for which such written communication is intended. Persons unable to stay or unable to attend the meeting can present written comments prior to or at the meeting to be entered into the record.

IV.A.2 Town Councilmembers' Comments. Councilmembers who are not able to attend a particular Town Council meeting may submit written comments on the agenda items. The comments will be distributed on the dais to all Councilmembers and *will not* be read into the record. The Councilmembers' comments shall be submitted to the Town Manager and/or Town Clerk and distributed as soon as possible to the other Councilmembers.

IV.A.3 Public Comments/Citizen Public Appearances. Interested persons in the audience or their authorized representatives may address the Council by oral communications on any items of interest to the public that are within the subject matter jurisdiction of the Council, provided the Council cannot take action on any item not appearing on the agenda unless action is authorized as described in Section 11.B. Such presentations shall normally be restricted to three minutes.

The agenda shall inform the public that those wishing to speak on items on the consent calendar should advise the Council during public comment. The Mayor shall request, but under the Brown Act may not require, that the speaker provide his/her name and address for the record.

IV.B. ADDRESSING THE COUNCIL AFTER MOTION MADE. After a motion is made by the Council, no person shall address the Council without first securing the permission of the Mayor to do so.

IV.C. MANNER OF ADDRESSING COUNCIL. Each person addressing the Council shall come to the podium, if one is available, and will be asked to give his/her name and address in an audible tone of voice for the record. Per the Brown Act, the providing of his/her name and address shall not be a prerequisite for public comment by the speaker. All remarks shall be addressed to the Council as a body and not to any member thereof or to the audience. No person, other than the Council and person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Mayor. No question shall be asked a Councilmember except through the Mayor.

V. COUNCIL NORMS

V.A. GENERAL

To take courageous action when necessary to keep Windsor on the growing edge of well run, well managed innovative cities.

Council provides leadership and participates in regional, state and national programs and meetings.

Council looks to commissions and committees for independent advice and some legislative actions.

Other community leaders are included in the Town government system.

There is extensive community participation and work on Town programs and documents.

There are numerous meetings, other than regular Council meetings.

Council stresses training for staff, Council, and Commission members.

Councilmembers will inform the Town Clerk when they will be out of Town as early as possible and it will be put on the Council Calendar.

Councilmembers get the same information as much as possible: citizen complaints, letters, background, etc. (everyone gets a copy of everything).

Councilmembers will use technology to reduce amount of paper.

They will return unwanted reports and documents to staff for distributing to the public or for recycling.

As a Council, we conduct business in public as much as possible.

V.B. COUNCIL VALUES, INTERACTION, AND MISSION STATEMENT

The Council and Town Manager shall strive to be a participatory team. There is no expectation that they agree on issues, but all should strive to put the good of the community ahead of their personal interests and frustrations.

Council envisions the future and makes progress on long-term goals. Councilmembers work together, not just in achieving goals, but in being mindful that the process in which Council works matters as well.

Council should operate from the belief that each Councilmember's opinion is what that person believes is best for Windsor. All Councilmembers should keep an open mind. Councilmembers should commit to respectful disagreement and maintain decorum at the dais.

Council's Mission Statement is to be responsible and thoughtful community leaders known for teamwork, vision and creativity.

Councilmembers are expected to act with respect for one another as a person. Body language at the dais should reflect that respect as well as words and tone. They should listen to each other, to staff, and to members of the public, striving for those individuals to feel listened to.

If a significant disagreement between or among Councilmembers occurs, it is each individual's responsibility to initiate prompt resolution of problems and move on. Councilmembers may explain their vote prior to voting, but will refrain from explaining their vote after voting has taken place.

Councilmembers will avoid airing cheap shots or negativity in newspapers, in public, or any time. They will avoid using their position on the dais to deliberately mislead the public about another Councilmember.

Community traditions are respected, but not binding.

Humor is valued as a sign of healthy group dynamics.

V.C. COUNCIL PARTICIPATION ON SUBCOMMITTEES, BOARDS, COMMISSIONS AND JPAS

Subcommittee areas, Boards, Commissions and Joint Powers Authorities (JPAs) belong to the whole Council; they are not seen as territorial.

Subcommittees are responsible to keep the rest of the Council informed, and other members are responsible for letting subcommittee know if they want more information or to give input.

Before subcommittees start moving in new direction, they will get direction from the rest of Council.

Councilmembers will take seriously the responsibility of reporting to Council on subcommittees and other regional, state, and national board/agency/group activities they are involved in.

Reports will be made in a noticed meeting under Council Reports when appropriate.

Subcommittee memos will be sent on an interim basis to update other Councilmembers on:

- Issues being discussed

- Options being considered

- Progress

Relationships are informal, but not casual in public--be aware of the impact on and perception of public.

Councilmembers will be flexible in covering for each other in attending Board, Commission and JPA meetings.

V.D. COUNCIL INTERACTION AND COMMUNICATION WITH STAFF

V.D.1 Town Manager

Councilmembers should always feel free to go to the Town Manager.

When a Councilmember is unhappy about a department, he/she should always talk it over with the Town Manager and/or the Acting Town Manager or Town Manager's designee, not the department head (Town Manager surfaces to Council any serious violations of this norm).

Council sets policy, staff implements policy. There shall be no micro-managing the Town Manager. Council will also refrain from directing Town staff, except when giving direction to the Town Manager in their majority policy or evaluation roles.

Concerns about staff must be taken to the Town Manager only.

In passing along critical information, the Town Manager will call the Mayor and they will decide who should call the rest of the Council; in some cases, department heads will call Mayor directly.

The Council will provide ongoing feedback, information, and perceptions to the Town Manager.

Councilmembers should contact the Town Manager or his/her designee when a Councilmember is uncertain as to whom to call or where to go if an issue crosses department boundaries.

V.D.2 Staff In General

Per Municipal Code Section 1-4-195.a., the Town Council and its Members shall deal with the administrative services of the Town through the Town Manager, except for the purpose of inquiry, and neither the Town Council nor any Member thereof shall give orders or instructions to any subordinate of the Town Manager.

Therefore, Council should deal with requests primarily through the Town Manager. However, informational requests by Councilmembers may be directed to Department Heads, copying the Town Manager. For extensive inquiries, Council will confer directly with the Town Manager.

All information requested by Councilmembers which is not otherwise already easily available to the public shall be copied and distributed to all other Councilmembers.

Council will always be informed by staff when an unusual event occurs that the public would be concerned about, i.e., anyone wounded by gunfire, are cordoned off by police or fire, etc.

The Council and staff will not blindside each other in public. If there is an issue or question a Councilmember has on an agenda item, that member will contact staff prior to the meeting.

Staff will be treated with courtesy, including in open session. Inappropriate behavior includes derogatory comments to staff in private or public or communicating a derogatory response through body language.

Council may express concerns about staff results to the Town Manager, but may not direct the Town Manager to hire, fire, or discipline employees.

V.E. COUNCIL OPTIONS FOR KEEPING INFORMED

Read Commission minutes in order to find out what is being worked on.

Read documents on planning items.

Town Manager will regularly publish status reports on Town's annual work program and the Town's financial condition.

Councilmembers do their homework.

V.F. MAYOR SELECTION

Whoever wants a role, or does not want a role, has the responsibility to tell all other members in open session.

So far, as possible, and until decided otherwise, Councilmembers will take turns as Mayor.

The term shall be one year. Roles will be decided at the end of the year. This Council will not have a lock-step rotation system for selecting Mayor.

Vice Mayor is not a natural ascendancy to Mayor.

The Mayor and Vice Mayor are peers of, and serve at the pleasure of, the other Councilmembers.

V.G. MAYOR'S ROLE

The primary role of the Mayor is to run Council meetings, to preside and speak for the Town and Council at ceremonial events, and to sign documents on behalf of the Council. Each Mayor operates somewhat uniquely from past Mayors; the style in which he/she fulfills the role is defined by the person based on that person's unique style.

The Mayor will inform the Council of any official correspondence sent out to anyone in relation to Town business (this will be done within reason to balance paper-trail-overload, with keeping other Councilmembers informed of actions taken that are related to issues they are involved or concerned about).

V.H. CITIZEN COMPLAINTS

If Council was copied on a citizen complaint to staff, staff will attach its response to the copy of the letter received when sending to Council.

If a Councilmember receives a complaint addressed directly to him/her, staff will, upon request, draft a response for the Councilmember's use.

Council will be informed of telephone complaints directed to Council as well as those in writing.

Council should not go on a hands-on-mode when something happens; it will be referred to staff (give staff time to respond).

Responses to citizens are customized.

If a Councilmember wants action based on a citizen complaint, he/she should go through the Town Manager's office to ensure it gets into the tracking system.

V.I. PUBLIC MEETINGS

Agendas

- Mayor and Town Manager set the agenda.
- Public hearings are held as required.
- The Mayor will meet with the Town Manager to finalize the agenda and help decide what should go on the consent calendar.
- Councilmembers may request items to be placed on a Council agenda by contacting the Mayor or Town Manager not later than 11:00 a.m. the Tuesday one week prior to the meeting. If two or more Councilmembers request an item to be placed on an agenda within the requisite time frame, the request will be granted. If only one Councilmember requests an item to be placed on an agenda, and the Mayor and/or Town Manager are of the opinion that the requested item is one that the full Council should consider placing on the Council agenda, the request shall be made under the Future Agenda Items portion of the next Council meeting.
- Councilmembers shall strive, when possible, to make their agenda item requests at a Council meeting under the Future Agenda Items portion of the Council agenda.

- Any Councilmember may request an agenda item under the Future Agenda Items portion of the Council agenda. If there is no objection, the request will be deemed submitted to the Town Manager for scheduling on a future agenda. If there is an objection to a request, the Councilmember shall make a motion to agendaize the requested item for a future meeting. If the motion receives a second, the request will be deemed submitted to the Town Manager for scheduling on a future agenda. If the Councilmember believes that the requested item should be scheduled for a specific date, that should be stated as part of the request.
- In requesting a future agenda item, Councilmembers shall consider the amount of staff time that may be necessary to present the item.

Agenda items will pertain to appropriate Town business. Uncertain issues will be referred to the Town Attorney by the Mayor and Town Manager.

Councilmembers will feel free to ask for continuance if enough time has not been available for that Councilmember to prepare; for example, if an agenda packet was not available 72 hours prior to the meeting.

If a member is ill or away for any big or "personal" agenda item, the item can be tabled at the member's request unless it is a time sensitive, critical, controversial item.

V.J. CONSENT CALENDAR

There is a judicious use of the Consent Calendar, such as minutes, routine business, matters already approved in the budget, and items previously discussed by Council.

If a Councilmember has a question on a Consent Calendar item for his/her information only, he/she is to ask staff ahead of time, rather than having it pulled off for discussion during the meeting.

Councilmembers will inform the Mayor or Town Manager of items they wish to pull from the Consent Calendar to provide staff time for additional back up material to be available, as needed.

If something is to be pulled, back up material will be made available. Staff is prepared to report on every staff report item.

The Mayor works with the Town Manager to decide how much information needs to be disseminated at the meeting, based on Council, audience and specific item. There shall be no packing of the agenda by individual Councilmembers for specific agenda items.

Corrections to minutes are passed to the Town Clerk one day before the meeting.

V.K. PUBLIC COMMENT

Required by law.

Three-minute limit; enforced at Mayor's discretion.

All done early in meeting.

Councilmembers may ask staff to respond when appropriate.

Options to be considered by the Mayor during times of high controversy.

Speakers need not be repetitive. If they concur or disagree with what has already been said, they may give their name and address and add a short statement that they agree or disagree for public record. Alternatively, the Mayor will ask members in the room to raise their hand and signal agreement or disagreement.

When public comment is made about items not agendized for the current meeting, Mayor should make it clear to the audience that Councilmembers are prohibited to respond to non-agendized items. Accordingly, Councilmembers should be mindful to not respond.

The Mayor can survey the audience at any time, to then move agenda items up or back, to meet the audience concerns.

Everyone is treated with courtesy, including in their use of body language.

The public is treated equally; refer to citizens by surnames, etc.; there is familiarity with citizens (small town) which may interfere with process.

V.L. MAYOR'S AND COUNCILMEMBERS' REPORTS AND TOWN MANAGER'S REPORTS

The purpose of these items is to include reports requested and/or made by the Town Council and Town Manager.

The Mayor allows other members to speak first and then gives his/her views and summarizes.

Voting

Attempts are always made to get consensus on each large issue.

On split votes, after all the votes have been cast, the Mayor may afford each Councilmember the opportunity to briefly explain his/her vote.

Once a vote is taken, Councilmembers will support the action taken; if a Councilmember wants it to be reconsidered, he/she will inform the Council.

There will be roll call votes on large, monetary issues, and when a divided Council is obvious.

When any Councilmember believes something would be helpful during a meeting, he/she is free to suggest change in the procedure.

The Council will rely on the Town Manager to direct appropriate staff people to attend Council meetings so that Council questions on agenda items can be addressed.

Councilmembers will not be redundant if they concur with what has already been said.

V.M. CLOSED SESSIONS IN GENERAL

Council will receive written reports for Closed Session items as much as possible. These reports are to be turned in at the end of the closed session meeting.

There will be no violation of Closed Session confidentiality. Councilmembers will not talk to affected/opposing parties or anyone else (press, etc.) regarding Closed Session items until a report on Closed Session is made.

Confidentiality relates to any non-public discussion item.

PASSED, APPROVED AND ADOPTED this 2nd day of March 2016, by the following vote:

AYES:	COUNCILMEMBERS FOPPOLI, OKREPKIE, SALMON, VICE MAYOR FUDGE, AND MAYOR MILLAN
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE


MARK MILLAN, MAYOR

ATTEST:


MARIA DE LA O, TOWN CLERK

The following page(s) contain the backup material for Agenda Item: City of National City Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2016. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO.

ITEM TITLE:

City of National City Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2016.

PREPARED BY: Javier Carcamo, Financial Services Officer

DEPARTMENT: Finance

PHONE: (619) 336-4331

APPROVED BY: Mark Ralento

EXPLANATION:

Transmitted herewith is the City of National City's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2016, prepared by the City's external auditors, The Pun Group, LLP.

The report includes all agencies under the control of the City Council, as well as the Successor Agency to the Community Development Commission as the National City Redevelopment Agency.

The auditors have conducted their examination of the financial statements in accordance with generally accepted auditing standards and expressed an unmodified ("clean") opinion of those statements.

FINANCIAL STATEMENT:

APPROVED: Mark Ralento **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

NA

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Accept and file the City of National City Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2016.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

The Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2016 is available on the City's website.

Hard copies are available in the City Clerk's Office and the City Library.

The following page(s) contain the backup material for Agenda Item: City of National City's Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2016. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 21, 2017

AGENDA ITEM NO.

ITEM TITLE:

City of National City Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2016.

PREPARED BY: Javier Carcamo, Financial Services Officer

DEPARTMENT: Finance

PHONE: (619) 336-4331

APPROVED BY:



EXPLANATION:

Transmitted herewith is the City of National City's Single Audit Report on Federal Awards for the fiscal year ended June 30, 2016, prepared by the City's external auditors, The Pun Group, LLP

The report includes all agencies under the control of the City Council.

The auditors have conducted their examination of the financial statements in accordance with generally accepted auditing standards and expressed an unmodified ("clean") opinion of those statements.

FINANCIAL STATEMENT:

APPROVED:



Finance

ACCOUNT NO.

APPROVED:

MIS

NA

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Accept and file the City of National City Single Audit Report on Federal Awards for the Fiscal Year ended June 30, 2016.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

The Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2016 is available on the City's website.

Hard copies are available in the City Clerk's Office and the City Library.